

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

KNOW ALL PERSONS BY THESE PRESENTS that **THE TRUST FOR PUBLIC LAND**, a California public benefit, non-profit corporation doing business in Vermont as The Trust for Public Land, Inc. with a place of business at 3 Shipman Place, Montpelier, Vermont, on behalf of itself and its successors and assigns and the **TOWN OF WEST WINDSOR**, a municipality in the State of Vermont, through its Selectboard with offices in the Town Hall at 22 Brownsville – Hartland Road, on behalf of itself and its successors and assigns (collectively known hereinafter as the “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 **UPPER VALLEY LAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of New Hampshire, with its principal offices in Hanover, New Hampshire, and the **VERMONT HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (collectively known hereinafter as the “Grantees”) as tenants in common, forever, the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter “Protected Property”) situated in the Town of West Windsor, Windsor County, State of Vermont, the Protected Property being more particularly described in **Schedule A** attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantors herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights, perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantees consist of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that the development rights, perpetual conservation easement restrictions, and public access easement shall constitute a servitude upon and shall run with the land.

I. Purposes of this Grant and Management Plans.

A. Statement of Purposes.

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

1. Conserve native forest values and non-commercial recreation values over the long term within a community forest context:
 - a. Forest values include the conservation and enhancement of wildlife habitats, native flora and fauna, biological diversity, natural communities, riparian buffers, wetlands, aquatic habitats, water quality of surface water and groundwater, flood resilience, and ecological forestry designed to create large-diameter saw timber within an all-aged forest, along with the ecological processes that sustain these values over time.
 - b. Non-commercial recreation values include environmentally sustainable, non-motorized, outdoor recreation in a scenic, large natural forest and open space context, largely undeveloped without permanent structures, and based on and supportive of the forest values above.

The balance between forest values and non-commercial recreation values when making decisions within the context of this Grant will be determined by the facts of the issue, what location and proportion of the Protected Property may be affected, the context (such as but not limited to: regulations in effect at that time; ecological condition of the landscape; availability of similar recreation; and/or changes in technology) and the expected future trends of the specific issue, all as determined at the time of the decision.

2. In addition to the foregoing, Grantors and Grantees acknowledge the Purposes of the Grant include insuring that the Protected Property will be owned in perpetuity by a qualified nonprofit or public entity approved by Grantees and eligible to receive funding from Grantee VHCB pursuant to 10 V.S.A. §303 (4).

3. In conveying the development rights, conservation easement, and restrictions described herein to Grantees, it is the intent of Grantors and Grantees 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.

Grantors and Grantees recognize the Purposes of this Grant (set forth above in this Section I and hereinafter collectively referred to as the "Purposes of this Grant") and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, and development rights, to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantees accept such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Protected Property Attributes.

Grantors and Grantees acknowledge that the Purposes of this Grant will be advanced by conserving the Protected Property because it possesses the following attributes:

- a. has a long history of community recreation use, both formally as a small commercial ski area, but informally as an area with popular back-country skiing and hiking;
- b. abuts Little Ascutney Wildlife Management area and Ascutney State Park with which it shares 3 miles of boundary;
- c. abuts nearly 5000 acres of conserved forest land and models show it as a critical part of a wildlife corridor connecting the White and Green Mountains;
- d. site of popular hang gliding launch site;
- e. contains 216 acres of Source Water Protection Area as defined by the State;
- f. contains 13 state ranked natural communities;
- g. contains several vernal pools and 6 headwater streams;
- h. contains 35 miles of developed mountain bike trails;
- i. very steep terrain and cliffs with examples of mature forest as well as bobcat denning sites;
- j. contains 2.8 miles of old high elevation alpine ski slopes that provide excellent back-country skiing;
- k. contains portions of Mt. Ascutney summit hiking trails that are part of the Mt. Ascutney State Park trail system;
- l. part of the large Mt. Ascutney monadnock that provides one of the most diverse vertical ecological gradients in New England;
- m. contains species and natural communities that are more typically found both north and south of the Protected Property and thus has very high biodiversity; and,
- n. the north slope of Mt. Ascutney serves as the scenic backdrop to the village of Brownsville and is highly visible and photographed from many public roads.

C. Community Forest Plan.

Grantors shall develop a comprehensive Community Forest Management Plan for West Windsor (hereinafter "CFMP"), including updates no less than every 10 years, and from time to time, revisions and amendments, for the Protected Property. The CFMP serves as the overall management plan for the Protected Property and includes a component called a Forestry Plan to address the specialized management associated with forestry activity, including the harvest of trees. The CFMP shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant as well as all terms and conditions of this Grant;
2. Identify a specific entity (or entities) that will provide day-to-day management and oversight of all the recreational activities on the Protected Property and serve as the point of contact with the Grantees of this Grant concerning issues related to the management of the Protected Property and plan updates;

3. Implement the following and appropriately balance all the Purposes of the Grant:
 - a. identify the objectives for the community forest;
 - b. incorporate the Baseline Documentation of the Protected Property;
 - c. incorporate maps of all Special Treatment Areas provided for in this Grant;
 - d. identify the permitted recreation uses and address the management needs of each, with a special focus on those that may need special or more intensive management focus to decrease their effects on forest values;
 - e. develop a process for estimating and tracking various recreational uses over time;
 - f. develop benchmarks over time that define the sustainable recreation carrying capacity of the Protected Property, both overall as well as by type of recreational use; and, where that is not currently possible, develop a plan and process for defining benchmarks that allow adjustments to levels of use before the point of sustainable recreation carrying capacity is exceeded;
 - g. provide annual monitoring and maximal suppression of all exotic species introduced by trail use;
 - h. provide annual monitoring and repair of erosion caused by recreational use;
 - i. allow for sustainable forest management activities pursuant to the Forestry Plans in C. below;
 - j. delineate any special management areas to provide additional protection of forest values or provide for the safety of recreational users of the Protected Property;
 - k. create a plan for access by mobility impaired people that meets Americans with Disabilities Act requirements;
 - l. provide a plan for road, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat;
 - m. provide for the sustainable management and use of fish and wildlife resources;
 - n. provide for the identification, protection and management of natural communities, plant, wildlife and aquatic habitats and other ecologically sensitive or important areas in ways that sustain or enhance their long-term ecological integrity;
 - o. provide for maintenance of existing roads and parking areas;
 - p. identify the types of permitted events and address the management needs of each, with a special focus on those that may need special or more intensive management focus to decrease their effects on forest values; and,
 - q. create a map showing locations of and provide for the construction, use, oversight and repair of any signs, kiosks, minor recreational structures and any other structures permitted under this Grant.

4. Exceptions to activities or uses described in an approved CFMP are within Grantees' sole discretion, and shall not be permitted except by their prior written approval.

5. Prior to the final adoption of each CFMP, including updates, revisions and amendments, Grantors shall: (a) secure appropriate public input from the citizens of West Windsor and from the general public, (b) develop the CFMP in a timely and responsive manner, and (c) secure review and written approval, not to be unreasonably withheld, from the Grantees of each such CFMP as well as provide Grantees with a copy of each final adopted CFMP. Each CFMP shall remain in force until its successor is fully adopted and signed.

D. Forestry Plan.

Grantors shall not harvest timber or other wood products or conduct maple sugaring operations without first developing in consultation with the Vermont Department of Forests, Parks and Recreation and the Vermont Department of Fish and Wildlife, and submitting to Grantees for their approval, the Forest Management Plan component of the CFMP for the Protected Property (hereinafter the "Forestry Plan"). All updates, amendments or other changes to the Forestry Plan shall be submitted to Grantees for their approval prior to any harvesting. Grantees' approval of the Forestry Plan and any update, amendment or change to the Forestry Plan shall not be unreasonably withheld or conditioned, if the Forestry Plan has been approved by a professional forester, is consistent with the Purposes of this Grant, uses ecological forestry, which includes but is not limited to managing for an all age forest using silvicultural methods that mimic natural gap disturbances for the particular natural community to be harvested, and uses best management practices for water quality. Grantees may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as Grantees may select to determine whether the Forestry Plan would be detrimental to the values

identified in Section I(A). The Forestry Plan and any amendments 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 which do not change need not be re-submitted in updates, amendments or changes to the Forestry Plan):

- a. Grantors' forest management objectives;
- b. An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, natural communities, and major access routes (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, rare species and management recommendations);
- e. Aesthetic and recreational considerations (impacts on viewsheds from public roads, trails, and places);
- f. Historic and cultural resource considerations (identification of known resources and associated management recommendations); and,
- g. Location and management of any sugarbush, including sap pipelines' effects on recreation and wildlife.

The Forestry Plan shall be updated at least once every ten (10) years (or at such other intervals as Grantors and Grantees may mutually agree) if Grantors intend to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event that Grantors propose a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forestry Plan as approved by Grantees. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, ice, fire, or wind, Grantors may elect to conduct an alternative treatment in which event Grantors shall submit an amendment to the Forestry Plan for Grantees' approval prior to conducting any alternative treatment.

Disapproval by Grantees of a Forestry Plan proposing a heavy cut as defined in the CFMP shall not be deemed unreasonable.

II. Restricted Uses of Protected Property.

Except as otherwise permitted in this Grant and the CFMP, the restrictions hereby imposed upon the Protected Property and the acts, which Grantors shall do or refrain from doing, are as follows:

1. The Protected Property shall be used for forestry, educational, non-motorized non-commercial recreation, habitat conservation, natural area and open space purposes only. No residential, commercial, industrial or mining activities shall be permitted. No building or structures shall be constructed, created, erected or moved onto the Protected Property, including, but not limited to, telecommunication towers.

2. 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 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, or 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, or other easements or rights are consistent with the Purposes of this Grant.

3. Except for the two existing signs located on the Protected Property as described in that certain easement to OLCC Vermont, LLC, a Delaware limited liability company, of even or nearly even date hereto, there shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantors may erect and maintain reasonable signs including, but not limited to boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section V, below). Temporary signage advertising large events shall be allowed provided it is removed after the event. Grantees may erect and maintain signs designating the Protected Property as land under the protection of Grantees, with the prior written permission of Grantors.

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, consistent with the Purposes of this Grant and the CFMP.

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 and the CFMP. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. Grantors shall not give, grant, sell, convey, subdivide, convey in separate parcels, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantees which approval may be granted, denied or conditioned – including the condition that the Protected Property be sold for only nominal consideration as well as including a requirement of public access – all in the Grantees' sole discretion.

7. There shall be no operation of motor vehicles or all-terrain vehicles (defined but not limited to tracked, 2, 3 or 4 wheeled machines) on the Protected Property except as necessary or customary for safety and emergency purposes, for wildlife and forest management, and for maintenance and management of the Protected Property for its recreational use (such as moving material for bridge repair and trail grooming). Grantors may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant. Except for the specific use of ski lifts and snowmobiles reserved in Section III below, no motorized vehicles shall be used to move recreational users or spectators except under emergency conditions.

8. There shall be no manipulation of natural watercourses, marshes, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, potentially pollute groundwater or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Protected Property under this Grant.

9. There shall be no planting of non-native plants or introduction of any non-native species to the Protected Property unless approved in writing by Grantees in their sole discretion. Any proposal to undertake such activities must be accompanied by credible scientific expertise specific to the Protected Property and its geographic area that the activity would be supporting the Purposes of this Grant, and that without the activity the long term forest values and their ecological processes and evolution would be significantly compromised.

10. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantees, is not or is not likely to be consistent with the Purposes of this Grant. 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.

III. Permitted Uses of the Protected Property.

Notwithstanding the foregoing, Grantors shall have the right to make the following uses of the Protected Property, subject to the terms and conditions of the CFMP.

1. The right to use the Protected Property for dispersed pedestrian recreation consistent with the Purposes of this Grant and the CFMP. These uses may be conditioned, closed or limited by the CFMP for reasons of erosion, ecological sensitivity, active timber harvesting, public safety or temporarily to prevent conflict with a large event.

2. The right to construct, use and maintain the network of trails that are identified on the attached Schedule B Conservation Map (hereinafter Trail Network) and associated trail structures for pedestrian and mechanized trail use, and limited horseback riding, according to the management, maintenance and carry capacity details contained within the CFMP. Trails may be relocated, and expanded only within the Multi-Use Recreation Use Area defined in Section IV (4) below, through an amendment to the CFMP if the relocation is consistent with the Purposes of this Grant; small localized relocations to correct management problems may be permitted anywhere on the Trail Network by simple written approval by the Grantees. All trails to the Mt. Ascutney summit or within the Natural Area Special Management Area, defined in Section IV (2) below, shall be strictly limited to pedestrian use. All trails in the Trail Network shall be closed canopy and any winter grooming shall use equipment at a scale that will keep the trails narrow. Significant rogue off-trail use by trail users or lack of regular trail maintenance shall be considered a violation of the terms and conditions of this Grant.

3. The right to maintain a double track trail in the location identified on the attached Schedule B Conservation Map which may be used for a wider variety of recreation uses than the general Trail Network and whose major purpose is to create a direct trail connection between the main parking lot in the resort area and the forest parking lots on the western portion of the West Windsor Town Forest, and thus into the larger trail networks (largely horse and snowmobile) off of the Protected Property. This trail (hereinafter Connectivity Trail) shall still be a closed canopy trail, and all management standards for the general Trail Network shall apply; however, the Connectivity Trail can be designed and maintained to accommodate more intense use by a wider variety of users than the Trail Network. At the Grantors' discretion, and subject to the CFMP and state law, the Connectivity Trail may be used by snowmobiles and horses, and can be hardened with pervious material to more easily accommodate motorized personal assistive mobility devices as well as property management and emergency access to the Protected Property while minimizing detrimental effects on the Purposes of the Grant.

4. The right to use the Protected Property for back-country skiing and boarding under three distinctly different management regimes as detailed in the CFMP and represented by the following definitions and designations:

- a) Back-Country Ski Slope Area uses many of the old open alpine runs at the top of the mountain and are delineated as a Special Management Area in Section IV below, and shown on the attached Schedule B Conservation Map. The management of the Back-Country Ski Slope Area is to provide an area where the emphasis is on recreation for many skiers and boarders with less focus on forest integrity.
- b) Dispersed Back-Country Skiing is defined as off-trail skiing and boarding access throughout the Protected Property. The management of this skiing use is with the greatest focus on forest integrity and the forest values articulated in the Purposes of the Grant, while providing access over a wide area wherever the skier chooses. No vegetation shall be cut for recreation purposes. If rogue trails or other detrimental effects on forest values develop, Dispersed Back-Country Skiing may be severely limited or eliminated in some areas.
- c) The initial boundaries of the Back-Country Ski Zone are delineated on the attached Schedule B Conservation Map and with greater detail in the CFMP. Within the Back-Country Ski Zone vegetation may be managed for recreation purposes provided it does not significantly affect forest values articulated in the Purposes of the Grant and is in strict compliance with the Back-Country Ski Zone vegetation management plan in the CFMP. Management of skiing in the Back-Country Ski Zone is a balance between forest and recreation values.

Specific details of recreation and vegetation management within the Back-Country Ski Zone shall be incorporated into the CFMP, and shall follow these general principles: 1) Best known management practices, now and as they may evolve in the future, shall be used to ensure forest integrity and to balance high quality recreation experience for skilled skiers and boarders with high quality forest communities that maintain essentially natural forest structure and biodiversity; 2) Closed canopy shall be maintained, unless otherwise opened by timber harvest as part of the Forestry Plan; 3) Only dispersed narrow trails, not open glades without natural forest structure, may be created by vegetation thinning, and such thinning shall not select against just one tree or shrub species or age class; and, 4) Effects of recreation on forest health shall be

monitored, and management of the Back-Country Ski Zone adjusted if detrimental effects develop. The delineation of the Back-Country Ski Zone may change over time as the ecological and management knowledge around back-country skiing and boarding improves.

5. The right to use, maintain, repair or replace the existing hang gliding ramp as located on the Schedule B Conservation Map for walk-in hang gliding. This includes any necessary accessory structures detailed in the CFMP and the right to trim, remove, or clear trees necessary to maintain safety around the launch area and maintain a wide enough trail to walk the gliders to the site.

6. The right to harvest timber and other forest products and conduct maple sugaring operations, together with the right to construct and maintain skid trails and woods roads necessary for such activities in accordance with the Forestry Plan detailed in Section I(C) above.

7. The right to manage invasive vegetation or pests, whether native, naturalized or non-native species, throughout the property. The CFMP may address invasive species control generally, but shall include the monitoring and regular control of all non-native invasive species introduced by recreational trail activity beyond the level documented in the Baseline Documentation for this Grant, using the best effective management practices having the least detrimental effect on the Purposes of this Grant. Grantees, working in good faith with the Grantors for effective control, shall approve in writing, in their sole discretion, all methodology used. If chemical, genetic manipulation, or introduction of another non-native species as a means of control are proposed, Grantors must provide credible scientific evidence that its detrimental effects on the Purposes of the Grant will be minimal.

8. The right to create small openings through removal of a few trees or trimming the height of some for the purpose of creating scenic views along trails or for users of the back-country at locations defined in the CFMP, provided that experience shows they are not entry points for invasive species.

9. The right at Grantors' discretion to enter into a long-term lease with a non-profit entity or entities to manage the Protected Property, subject to Grantees' review and approval, not to be unreasonably withheld.

10. The right to conduct periodic, temporary community and public entertainment events (including, but not limited to, children's activities, concerts, fairs, races and celebrations) within the Multi-Use Recreation Area and the Recreation Infrastructure Area defined in Section IV below and as shown on the Schedule B Conservation Map, together with the right to erect tents and other temporary structures (for example but not limited to power, lighting, communication, stages, kiosks and sanitary structures) for such events. Such events may include the recreational use of trails on the Protected Property, including their temporary closure to the general public.

11. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are collected only for community and public recreation, education or entertainment events on the Protected Property and such fees are reasonably necessary to support Grantors' management of the Protected Property, including capitol, operating, administrative, and monitoring costs, or to support the costs associated with an entertainment event. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. Fees shall not be based on place of residency.

12. The right to issue temporary special use permits or licenses, or leases with renewal times not longer than 7 years, authorizing the commercial or non-commercial use of the Protected Property for recreational, community entertainment, educational, agricultural, forestry, or research purposes, provided that any such permit, license or lease (i) does not unreasonably interfere with the access of the general public to the Protected Property; (ii) authorizes only uses of or actions on the Protected Property consistent with the Purposes of this Grant; and, (iii) does not give any person exclusive hunting, trapping or fishing rights to any portion of the Protected Property.

13. The right to maintain, repair, replace and enlarge the two existing parking areas to support uses permitted under this Grant, labeled “Multi-Use Parking Area” (a part of the “Recreation Infrastructure Area” defined in Section IV below), and “Forest Parking Area” on the Schedule B Conservation Plan and shown in more detail in the CFMP. Enlargement of any parking area shall only be according to details of size and construction set forth in the CFMP.

14. The right to renovate and reuse but not enlarge four existing unused buildings associated with the former Ascutney Resort Ski Area lift area, each located on the Schedule B Conservation Plan, to support recreational uses as detailed in the CFMP. The right to access, use, maintain, repair, replace, and relocate all structures associated with the existing water system as detailed in the CFMP. The right to use the area labeled as “Old Town Gravel Pit” on Schedule B as outdoor storage for large functional items like culverts. The right, subject to approval by Grantees at their sole discretion, to construct, maintain, repair and replace one new building and all associated utilities and roadways, within the Multi-Use Recreation Area (defined in Section IV below), to be used as a community lodge building to support the Protected Property’s recreational use, particularly the use as a community ski area.

15. All Permitted Uses are conditional subject to: a) having a final adopted CFMP approved by the Grantees and signed by the Town of West Windsor Selectboard; and, b) active and effective oversight by a management entity. If such oversight is deficient such that the Grantees deem a particular use as not meeting the terms and conditions of this Grant in whole or in part, then that use shall be prohibited until effective management oversight is corrected.

16. All Permitted Uses shall not exceed their so-called Sustainable Recreational Carrying Capacity (hereinafter SRCC). This is defined as the point where a particular recreation use has grown and become intense enough so that the balance of the Purposes of this Grant can no longer be maintained and the forest values and/or user’s health and safety will be or have been significantly compromised. Based on monitoring and SRCC benchmarks defined in the CFMP the growth of any particular recreation use shall be limited before the SRCC for that use is reached.

IV. Special Management Areas.

The Protected Property is large, with an unusual range of high quality ecological features, as well as, an unusual range of desired recreational opportunities and infrastructure, some which impact the natural resources of the Protected Property. To accommodate the needs of the large range of recreation values and forest values set forth in the Purposes of this Grant, the more specialized or intense aspects of the Protected Property’s management are placed within different areas as defined in this Section on Special Management Areas. The goals, prescriptions, permitted uses and restrictions of areas defined in 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 provided the uses are within their SRCC. All of the areas defined in this Section IV are located on the Schedule B Conservation Map, but more accurate locations and details are set forth in the CFMP.

1. Surface Water Buffer Zones:

Those areas on the Protected Property lying within fifty feet (50’) of each bank or shore of the perennial streams and wetlands, or within the wetlands themselves are designated Surface Water Buffer Zones (hereinafter “SWBZ”). Similarly, the area within 100 feet of vernal pools and the pools themselves are also designated as SWBZ. The maps in the CFMP that detail the location of the SWBZ may be amended if other wetlands or vernal pools are found in the future and incorporated into the SWBZ.

The principal goal for management within the SWBZ is to develop the highest quality forested plant and animal habitat possible to support aquatic, wetland and riparian ecological functions. There shall be no forest management or trails within the SWBZ, but management for invasive exotic species is permitted. Stream crossings are permitted. Existing trails should be relocated or elevated to decrease impacts, with prior written permission of the Grantees; however, these existing trails may be permitted if there are no other reasonable locations or cost effective alternatives. Around vernal pools there is a secondary zone of an additional 500 feet where forest management or trails are permitted uses, but the forest management shall maximize shade and large downed woody debris to support salamander populations.

2. Natural Area:

This area is depicted on the Schedule B Conservation Map and the maps within the CFMP. The principal management goal within the Natural Area is to maintain or develop the highest quality natural communities (as defined by the Vermont Nongame and Natural Heritage Program) as presently represented and as they may change in the future, ultimately having them express the most mature representation of those natural communities. There shall be no forest harvest, salvage or management within the Natural Area, except management needed to control invasive species and pests is a compatible permitted use. Selective management against native wildlife species that may reach abnormally high densities because of surrounding future landscape conditions (typically, but not limited to, deer) and thus detrimentally affect ecological structure and function and other native biodiversity within the Natural Area may be a permitted use, provided the CFMP analyzes the relative scientific merits of such management given the situation at the time such action is contemplated. Dispersed pedestrian recreation and Dispersed Back-Country Skiing, as well as skiing and vegetation management within the Back-Country Ski Zone, are all uses compatible with the Natural Area, provided they have not exceeded their SRCC or do not have other significant detrimental effects on the biodiversity and ecological functions of the Natural Area over time.

3. Back-Country Ski Slope Area:

This area is the upper part of the old downhill ski slopes as depicted on the Schedule B Conservation Map. As depicted on the map of the area in the CFMP, some of the open trails will be naturally revegetated, but the remainder will serve as the primary area for back-country skiing. The principal management goal within this area is to provide a high quality back-country ski area. The open trails may be maintained by periodic mowing or, after successful experience in the Multi-Use Recreation Area and with prior written approval by Grantees, by grazing. The Back-Country Ski Slope Area may also serve as grassland and early successional habitat during the summer.

4. Multi-Use Recreation Area:

This area is the lower part of the old downhill ski slope and is depicted on the Schedule B Conservation Map and on CFMP maps. The principal management goal within this area is to flexibly support a wide range of non-motorized, outdoor recreational activities and events in the context of a community recreation/ski area while not harming surface-water or groundwater. As long as the forest values delineated specifically in the Purposes of this Grant are respected and not removed, the recreation values delineated specifically in the Purposes of this Grant are a higher priority in the Multi-Use Recreation Area. The Multi-Use Recreation Area defines an area where the Grantors can provide outdoor, non-motorized recreational activity and events with great flexibility.

Within the Multi-Use Recreation Area, the Grantors have the right to allow at their discretion:

- a) Downhill sports defined, but not limited to, downhill mountain biking using heavy bikes on trails with jumps, all types of skiing, snowboarding, sledding and tubing; these sports may incorporate motorized management such as grooming, snowmaking, and shaping snow into large structures like jumps and half-pipes;
- b) All other permitted pedestrian or mechanical recreational uses on the Protected Property;
- c) Horseback riding;
- d) Snowmobiles in transit to the Connectivity Trail defined in Section III-3;
- e) Outdoor events and community gatherings of all types including concerts, festivals and races; but subject to State and local permits, as well as the SRCC defined in the CFMP; and,
- f) Camping associated with events,
- g) Mowing, grazing, or otherwise maintaining the open slopes,
- h) Overflow parking for events and parking for specialized vehicles associated with events and activities, such as horse trailers, generators and cargo trucks.
- i) Other recreational activities, consistent with the Purposes of this Grant, and subject to the terms and conditions in the CFMP, that are outdoor in nature, non-motorized, do not require significant permanent structures, and are compatible and in keeping with other permitted uses (for example a zip line).

However, before any use or event may occur or continue within the Multi-Use Recreation Area the management of that type and scale of event must be detailed within the CFMP and events must have direct oversight by an entity identified by the Selectboard of the Town of West Windsor.

Temporary structures in support of recreational activities may be constructed within the Multi-Use Recreation Area without restriction as long as they are clearly temporary in nature and support a use detailed in the CFMP. Examples include, but are not limited to, downhill bike jumps, ski park structures for tricks or jumps, half-pipes, snow making equipment, stages, communication and lighting towers, and tents. No permanent or semi-permanent buildings or structures of any kind may be constructed within the Multi-Use Recreation Area except for the following:

- a. The existing buildings that have been restored under the CFMP to support recreation in the Multi-Use Recreation Area;
- b. A new, small lodge building approved by Grantees as per III(14) above and approved under the CFMP as needed to support the community ski area and other events on the Protected Property;
- c. Access to the slopes of the Multi-Use Recreation Area may be provided by up to three lifts. Up to two of the three lifts may extend to the upper parts of the Multi-Use Recreation Area. As one of the three lifts, the existing lift may be maintained or replaced in place, extended, or moved to a new location approved by Grantees. The right to construct lifts also means the necessary associated structures and utilities;
- d. Accessory structures used for snow-making and small buildings to protect snow-making and fire-fighting equipment, such as pumps, ATV's, snowmachines and other maintenance equipment; and,
- e. The existing and future water system structures.

5. Recreation Infrastructure Area:

This area is approximately 10 acres as shown on the Schedule B Conservation Map. Its principle purpose and use is to provide the primary parking area for users of the Protected Property. As a secondary purpose, other intensive recreational uses not suitable for the Multi-Use Recreation Area (such as fairs, circuses, temporary ball fields or horse performance rings), and infrastructure which supports the recreational use of the Protected Property may be located within the Recreation Infrastructure Area provided that such uses are enumerated within the CFMP, never limit the ability to provide adequate parking for the Protected Property, and do not interfere with the existing designated emergency helipad area located at the east end of the parking lot. Such uses may include motorized aspects to their recreation (such as rides at a fair or a tractor at a horse pull) but all such motorized uses must clearly be temporary and be an ancillary use to a larger event and not a stand-alone motorized recreation event (for example truck mud bogging, ATV or motorbike competitions or large scale tractor pulls would be prohibited). Short-term overnight camping associated with events on the Protected Property, whether in tents, small campers, or horse-trailers is a permitted use. Permanent or semi-permanent structures that are not residential buildings and that directly support recreational activities on the Protected Property are permitted provided they are provided for within the CFMP; will not impair groundwater quality; and, will not limit the ability for the Recreation Infrastructure Area to provide adequate parking space. Examples of such permanent or semi-permanent structures include but are not limited to: a cement pad for temporary power generators; kiosks that provide information, maps and advertising for local businesses; fire pits for camping and picnicking; lighting; helipad infrastructure; picnic shelters; sanitary facilities that do not dispose of waste or water to the ground; a small, non-commercial, temporary or semi-permanent structure like a yurt or trailer, to provide warming and changing areas, restrooms, snacks, and ticket window; and, with prior written approval, solar panels as an ancillary use, not a large "solar farm" substantially removing usable space from the Recreation Infrastructure Area. No permanent buildings will be a permitted use in the Recreation Infrastructure Area. Grantors and Grantees acknowledge that Grantees' oversight of the Recreation Infrastructure Area is largely limited to making sure adequate parking space is maintained and that any permanent/semi-permanent structures built are in conformance with the permitted uses outlined in this Section and the Purposes of this Grant.

V. Public Access.

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

VI. 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 Grantees becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantors of such event or circumstance of non-compliance by hand or by 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 Grantees 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 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 Grantees initiate litigation and the court determines that Grantors have not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then Grantees shall reimburse Grantors for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including but not limited to injunctive relief and ex parte relief, as the Court deems just.

The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings. No delay or omission by Grantees in the exercise of any right or remedy upon any breach of 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 has terminated.

VII. Miscellaneous 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 one of the other Grantees herein or another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantees shall respond to Grantors' request, by either approval or a plan to address the request, within 30 days of the request or Grantors may consider the request approved. 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. Grantees acknowledge the receipt of a stewardship endowment to cover routine activity of easement monitoring and approval of requests that do not involve protracted negotiation, permits or legal action.

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

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

4. Grantees shall transfer the development rights, public access easement, 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.

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

6. In any deed or lease conveying an interest in all or part of the Protected Property, Grantors shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantors shall also notify Grantees of the name(s) and address(es) of Grantors' successor(s) in interest. Notwithstanding the foregoing, Grantees hereby agree that The Trust for Public Land may convey its interest in the Protected Property to The Town of West Windsor and upon such conveyance The Trust for Public Land shall be released from any and all liabilities hereunder.

7. Grantees shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of West Windsor 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. Boundary line adjustments may be approved by Grantees in their sole discretion: (i) for technical errors made in the survey or legal description of the Protected Property; or (ii) where the acreage of the Protected Property will be increased.

9. The term "Grantors" shall include the respective successors and assigns of the original Grantors, The Trust for Public Land, Inc. and the Town of West Windsor. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Upper Valley Land Trust, Inc. and Vermont Housing and Conservation Board.

10. Any signs erected on the Protected Property which mention the conservation project shall include the Vermont Housing and Conservation Board, The Trust for Public Land, and the Upper Valley Land Trust, Inc.

11. Grantors have provided the Grantees with copies of environmental reports performed on the Protected Property and warrant that other than what is contained in those reports, Grantors have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property. Further, the parties intend that this Conservation Easement shall be construed such that: (i) Grantees are not included in the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, §§9601 *et seq.*) or any successor or related law; (ii) Grantees are not obligated or liable as a person described in 42 United States Code §9607(a)(3) or any successor or related law; and, (iii) Grantees are not deemed to have any control over Grantors' ability to investigate and remediate any hazardous materials associated with the Protected Property. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.

12. Grantors, other than the Town of West Windsor, shall hold harmless, indemnify and defend Grantees against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantees 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 Grantors as owners or operators of the premises, or those of Grantors' agents. Grantors shall maintain adequate liability insurance covering the Protected Property and the uses thereof, and shall name Grantees as additional insureds thereunder. Notwithstanding the foregoing, the obligations of The Trust for Public Land hereunder shall only apply to that portion of the Protected Property which is owned by The Trust for Public Land and for actions occurring during the term of The Trust for Public Land's ownership.

13. 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.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and public access easement, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT HOUSING AND CONSERVATION BOARD, and UPPER VALLEY LAND TRUST, INC., their respective successors and assigns, to their own use and behoof forever, and the said Grantors, THE TRUST FOR PUBLIC LAND D/B/A THE TRUST FOR PUBLIC LAND, INC., and the TOWN OF WEST WINDSOR, on behalf of themselves and their successors and assigns, do covenant with the said Grantees, their successors and assigns, that until the ensembling 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 it hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, Rodger Keussman, duly authorized agent of the Trust for Public Land, Inc., has executed this Grant ^{as of} this 15th day of December, 2015.

IN THE PRESENCE OF:

GRANTOR:
THE TRUST FOR PUBLIC LAND d/b/a
THE TRUST FOR PUBLIC LAND, INC.

Kate Warr
Witness to

By: Rodger Keussman
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Washington, SS.

At Montpelier, Vermont, on this 10th day of December, 2015, personally appeared Rodger Krusma duly authorized agent of **THE TRUST FOR PUBLIC LAND d/b/a THE TRUST FOR PUBLIC LAND, INC.**, and he acknowledged this instrument, by his sealed and subscribed, to be his free act and deed, and the free act and deed of **THE TRUST FOR PUBLIC LAND d/b/a THE TRUST FOR PUBLIC LAND, INC.**, before me.

Sarah Erb
Notary Public Sarah Erb
My Commission Expires: 2/25/15^{SE}
2/10/19



IN WITNESS WHEREOF, RICHARD J. DEAN duly authorized agent of the Town of West Windsor, has executed this Grant on this 15th day of December, 2015.

IN THE PRESENCE OF:

GRANTOR:
TOWN OF WEST WINDSOR

Martha Harriman
Witness to

By: Richard J. Dean
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Windsor, SS.

At West Windsor, Vermont, on this 11th day of December, 2015, personally appeared Richard A. Beatty duly authorized agent of the **TOWN OF WEST WINDSOR**, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the **TOWN OF WEST WINDSOR**, before me.

Cathy R. Archibald
Notary Public
My Commission Expires: 02-10-19



Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

12/7/15
Date

By: [Signature]
Its Duly Authorized Agent

Approved by the UPPER VALLEY LAND TRUST, INC.:

12/11/15
Date

By: [Signature]
Its Duly Authorized Agent
M. Jean McLartyre, President

Schedule A – Protected Property

Those certain parcels of land situated in West Windsor, Vermont, shown as “Parcel #1”, “West Windsor Town Forest” and “Parking Areas” on a plan entitled “Composite Map for Town of West Windsor & Mt. Ascutney Resort Area, West Windsor, Vermont” dated Jan. 2015, last revised 12/3/15, **LESS** those two certain parcels shown as “Land to Mountainside Condos” and “0.13 acres” (hereinafter the “Swap Parcels”) on a plan entitled “Line Adjustment Agreement for Ascutney Mountainside Condominiums, Ski Tow Road, West Windsor, Vermont”, dated October 8, 2015, last revised 12/8/15 both of which are prepared by Farnsworth Surveys, and recorded herewith in the West Windsor Land Records; said protected property parcels are more particularly bounded and described as follows:

Parcel 1: [West Windsor Town Forest and Mt. Ascutney Resort Area Parcel #1 less the Swap Parcels]

Beginning at a Stake & Stones found at the southeast corner of the Town of W. Windsor and the southwest corner of the Town of Windsor on the Weathersfield Town Line:

thence N 82°59'41" W a distance of 1318.01' to a Stake & Stones;
thence N 84°06'54" W a distance of 8556.19' to an iron pin;
thence N 06°12'55" W a distance of 50.00' to a point;
thence N 08°29'22" W a distance of 191.06' to a point;
thence N 01°08'09" W a distance of 153.07' to a point;
thence N 10°15'51" E a distance of 154.35' to a point;
thence N 26°29'07" E a distance of 57.45' to a point;
thence N 40°06'54" E a distance of 171.05' to a point;
thence N 32°18'54" E a distance of 214.02' to a point;
thence N 27°37'35" E a distance of 275.48' to a point;
thence S 75°39'16" E a distance of 383.51' to a point;
thence N 44°06'41" E a distance of 242.36' to a point;
thence N 38°37'21" E a distance of 69.21' to a point;
thence N 23°57'08" E a distance of 98.95' to a point;
thence N 45°12'04" E a distance of 163.67' to a point;
thence N 58°50'33" E a distance of 77.39' to a point;
thence N 64°29'42" E a distance of 84.39' to a point;
thence N 87°24'05" E a distance of 88.90' to a point;
thence S 80°59'22" E a distance of 128.19' to a point;
thence N 07°40'01" E a distance of 340.71' to an iron pipe;
thence S 79°26'00" W a distance of 209.84' to an iron pipe;
thence N 00°46'46" E a distance of 347.17' to a point;
thence N 25°59'23" W a distance of 193.67' to a point;
thence S 81°37'49" E a distance of 126.28' to a point;
thence S 66°05'17" E a distance of 164.90' to a point;
thence N 07°30'56" W a distance of 158.10' to a point;
thence S 67°27'00" E a distance of 440.00' to an iron pipe;
thence N 22°05'00" E a distance of 566.00' to a point;
thence N 11°52'00" E a distance of 662.40' to a point;
thence N 03°40'00" W a distance of 533.10' to an iron pipe;
thence N 08°49'05" E a distance of 266.70' to an iron pipe;
thence S 72°55'31" E a distance of 728.90' to an iron pipe;
thence S 82°06'31" E a distance of 150.70' to an iron pipe;
thence S 58°48'31" E a distance of 240.51' to an iron pipe;
thence S 17°34'40" E a distance of 57.30' to an iron pipe;
thence S 48°02'11" E a distance of 79.04' to an iron pipe;
thence S 62°48'03" E a distance of 62.40' to an iron pipe;
thence N 23°39'27" E a distance of 264.30' to an iron pipe;
thence N 48°39'27" E a distance of 255.30' to an iron pipe;
thence N 15°13'34" E a distance of 652.35' to an iron pipe;
thence N 21°17'00" E a distance of 281.66' to an iron pipe;
thence N 66°41'25" E a distance of 278.77' to a point;
thence S 88°39'48" E a distance of 50.00' to an iron pin;
thence N 01°20'16" E a distance of 379.00 feet to a point;
thence N 01°50'46" W a distance of 1299.10 feet to an iron pin;
thence N 74°53'44" E a distance of 113.76 feet to a point;

thence N 74°53'44" E a distance of 446.09 feet to an iron pipe;
thence N 71°10'34" E a distance of 292.38 feet to a point;
thence S 46°52'33" E a distance of 217.94 feet to a point;
thence S 38°41'17" E a distance of 388.15 feet to a point;
thence N 13°26'24" E a distance of 70.00 feet to an iron pipe;
thence N 13°26'24" E a distance of 145.00 feet to an iron pipe;
thence S 47°23'47" E a distance of 111.67 feet to an iron pipe;
thence S 74°46'47" E a distance of 318.76 feet to an iron pipe;
thence N 10°51'13" E a distance of 42.73 feet to an iron pipe;
thence N 09°54'47" W a distance of 121.25 feet to an iron pipe;
thence N 80°21'50" E a distance of 48.73 feet to an iron pipe;
thence S 46°43'35" E a distance of 242.68 feet to an iron pipe;
thence N 51°10'25" E a distance of 100.07 feet to an iron pipe;
thence N 04°34'25" E a distance of 160.08 feet to an iron pipe;
thence N 05°59'39" E a distance of 146.44 feet to an iron pipe;
thence N 39°29'09" E a distance of 109.99 feet to an iron pipe;
thence N 62°42'39" E a distance of 143.94 feet to an iron pipe;
thence N 15°55'09" E a distance of 163.69 feet to an iron pipe;
thence N 30°38'09" E a distance of 178.27 feet to an iron pipe;
thence N 04°31'51" W a distance of 125.73 feet to an iron pipe;
thence N 61°51'51" W a distance of 262.90 feet to an iron pipe;
thence S 79°17'09" W a distance of 20.00 feet to an iron pipe;
thence N 49°29'48" E a distance of 643.60 feet to an iron pipe;
thence N 19°14'24" W a distance of 412.37 feet to an iron pipe;
thence N 57°48'01" W a distance of 272.44 feet to an iron pin;
thence N 43°58'59" E a distance of 352.36 feet to an iron pin;
thence N 39°02' 43" W a distance of 433.08 feet to an iron pin;
thence N 64°33'58" E a distance of 181.86 feet to an iron pin;
thence S 44°06'58" E a distance of 317.00 feet to an iron pin;
thence N 46°43'54" E a distance of 241.60 feet to an iron pin;
thence N 44°06'59" W a distance of 136.54 feet to an iron pin;
thence N 15°59'32" E a distance of 394.37 feet to an iron pin, on the southerly side of Ski
Tow Road;
thence N 39°35'27" E a distance of 196.82 feet to a point;
thence N 58°37'25" E a distance of 259.82 feet to an iron pipe;
thence S 15°58'21" E a distance of 418.63 feet to a point;
thence S 64°01'11" E a distance of 139.45 feet to an iron pipe;
thence S 64°01'11" E a distance of 25.05 feet to a point;
thence S 48°40'24" W a distance of 234.03 feet to an iron pin;
thence N 75°10'52" E a distance of 486.82 feet to an iron pipe;
thence N 35°04'14" E a distance of 204.25 feet to an iron pipe;
thence N 82°41'46" W a distance of 382.18 feet to a point;
thence N 82°41'46" W a distance of 57.12 feet to a point;
thence N 44°04'06" E a distance of 240.23 feet to an iron pin;
thence N 72°14'28" E a distance of 299.00 feet to an iron pipe;
thence N 17°45'32" W a distance of 434.00 feet to an iron pin, on the southerly side of Ski
Tow Road;
thence N 49°04'29" E a distance of 281.46 feet to a point;
thence S 42°58'23" E a distance of 153.50 feet to an iron pipe;
thence S 05°07'37" W a distance of 327.02 feet to an iron pipe;
thence S 50°41'05" E a distance of 287.33 feet to an iron pipe;
thence S 41°25'28" E a distance of 391.67 feet to an iron pipe;
thence S 43°08'02" E a distance of 859.03 feet to an iron pipe;
thence S 60°03'56" E a distance of 383.01 feet to an iron pipe;
thence S 84°53'25" E a distance of 427.07 feet to a point on the Windsor West Windsor
Town Line marking the northeast corner of the Parcel;
thence S 01°24'45" W a distance of 2845.25 feet along said Town Line to an iron pipe found;
thence S 05°57'38" W a distance of 1046.36 feet to an iron pin;
thence S 03°15'56" W a distance of 6356.88 feet to a Stake and Stones, which is the point
of beginning,

Containing 1,570.20 acres, more or less.

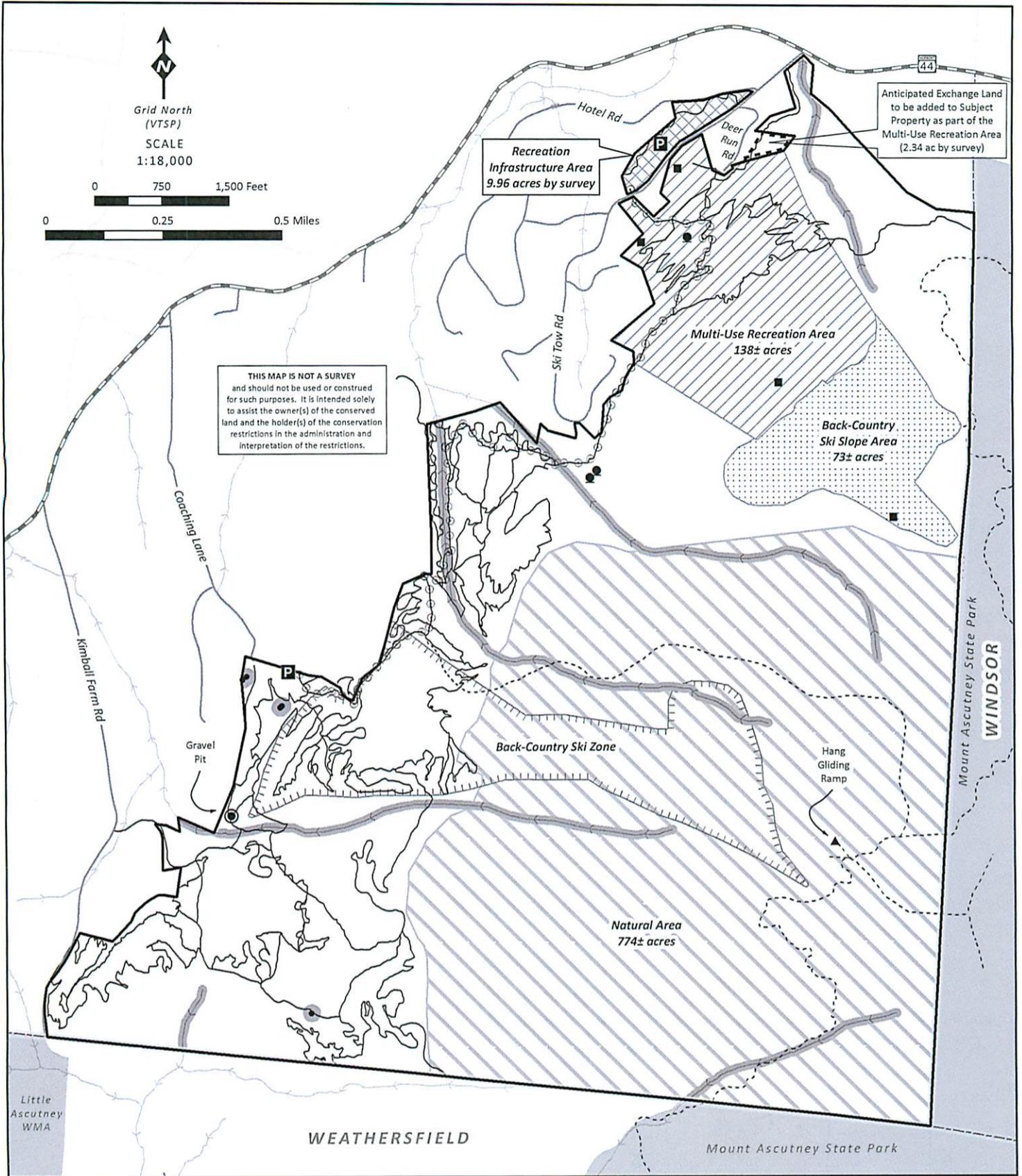
Parcel 2: [Parking Lot Area; depicted as "Recreation Infrastructure Area" on Schedule B]

Beginning at an iron pin set on the southerly side of Hotel Road right of way and the westerly right of way side of Ski Tow Road.

thence S 49°04'40" W a distance of 291.12 feet to a point;
thence S 56°31 '29" W a distance of 438.33 feet to a point;
thence S 58°44'30" W a distance of 262.35 feet to a point;
thence S 40°49'19" W a distance of 213.33 feet to a point;
thence S 37°56'54" W a distance of 336.44 feet to a point;
thence S 48°31'51" W a distance of 166.61 feet to a point;
thence S 65°29'55" W a distance of 108.30 feet to a point;
thence N 17°04'46" W a distance of 206.24 feet to a point;
thence N 29°01'14" E a distance of 288.62 feet to a point;
thence N 48°28'46" E a distance of 606.84 feet to a point;
thence N 12°50'18" W a distance of 181.20 feet to a point;
thence S 86°35'44" E a distance of 50.00 feet to a point;
thence N 87°14'19" E a distance of 50.49 feet to a point;
thence N 84°27'00" E a distance of 107.07 feet to a point;
thence N 83°13'13" E a distance of 145.68 feet to a point;
thence N 72°28'58" E a distance of 231.92 feet to a point;
thence N 80°43'51" E a distance of 216.84 feet to a point;
thence N 82°28'14" E a distance of 52.58 feet to a point;
thence S 70°42'39" E a distance of 50.00 feet to a point; which is the point of beginning.

Containing 9.96 acres, more or less.

Schedule B Conservation Map - WEST WINDSOR TOWN FOREST - West Windsor, VT



THIS MAP IS NOT A SURVEY and should not be used or construed for such purposes. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation restrictions in the administration and interpretation of the restrictions.

Anticipated Exchange Land to be added to Subject Property as part of the Multi-Use Recreation Area (2.34 ac by survey)

Grid North (VTSP)
SCALE
1:18,000



MAP INFORMATION

- Subject Property (1,580.16 acres by survey; Total Area of Easement after Exchange is 1,582.50 acres)
- Town Boundary
- Local Road
- State Highway
- Vernal Pool
- Stream
- Stream (50') and Vernal Pool (100') Surface Water Buffer Zones (Secondary Vernal Buffer Zone of 500' not depicted on map)
- Building
- Water System Reservoir
- Connectivity Trail
- Pedestrian Trail
- Trail Network (includes Existing and Approved Trails)
- Back-Country Ski Zone
- Special Management Areas**
- 1 - Recreation Infrastructure Area
- 2 - Multi-Use Recreation Area
- 3 - Back-Country Ski Slope Area
- 4 - Natural Area
- Parking Area
- Other Conserved or Public Lands

REVIEWED AND ACCEPTED BY:

Duly Authorized Agent of Town of West Windsor, Vermont
Date: 12/11/15
RICHARD J. BEATTY

Duly Authorized Agent of The Trust for Public Land
Date: 12/10/15
Rodger Krussman

Duly Authorized Agent of Upper Valley Land Trust
Date: 12/11/15
M. Jean McIntyre

Data Sources: The Subject Property configuration is based on the survey titled "Composite Map for: Town of West Windsor & Mt. Ascutney Resort Area" by Farnsworth Surveys (Jan 2015, revised Dec 3, 2015); Streams, Roads, and Town Boundary data obtained from VCGI; Stream and Vernal Pool Buffer Areas from GIS calculations; Special Management Areas (SMA) and Back-Country Ski Zone from UVLT (derived from field work and local knowledge); Vernal Pool data from Elisabeth Tii McLane, Forest Ecosystems Consulting; Conserved and Public Land data from VCGI and UVLT; Trail data from Baseline Documentation Report (BDR) field work and other local resources; Trails depicted using best available data - actual trail locations may vary; Other features from BDR field work; Map Coordinate System: Vermont State Plane Coordinate System (meters); Map created: December 2015

