

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

KNOW ALL PERSONS BY THESE PRESENTS that **MEADOWSEND TIMBERLANDS, LIMITED PARTNERSHIP**, a New Hampshire limited partnership having its principal place of business in New London, New Hampshire, on behalf of itself and its successors and assigns (hereinafter “**GRANTOR**”), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars (\$10.00) and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FORESTS, PARKS AND RECREATION** and its successors and assigns, (hereinafter “**GRANTEE**”), forever, the development rights and perpetual conservation easement restrictions and public access easement (hereinafter “Grant”) (all as more particularly set forth below) in a certain tract of land (hereinafter “Protected Property”) situated in the Towns of Stratton and Jamaica, State of Vermont, Windham County. Said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to the Grantee shall include all development rights except those specifically reserved by the Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The perpetual conservation easement and restrictions and public access easement hereby conveyed to the Grantee consist of covenants on the part of the Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that said development rights, perpetual conservation easement and restrictions and public access easement shall constitute servitudes upon the land and shall run with the land. Grantor conveys said rights and interests in order to conserve the Protected Property’s forest resources, biological diversity, wildlife habitats, and scenic and outdoor recreation resources, all as more particularly described in Section I below.

I. Purposes of the Grant

The purpose of this Grant is to effect the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103c) on the herein described land, which purposes include protecting environmentally important forest areas that are threatened by conversion to non-forest uses and for promoting forest land protection and other conservation opportunities as contained in the Vermont Modified Assessment of Need dated July, 2010 and to contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state’s wildlife habitats, forestry, and other natural resources through planning, regulation, land acquisition, and tax incentive programs.

1. The following primary, secondary, and tertiary objectives shall apply to the Protected Property:
 - a. The primary objectives of this Grant are to ensure that the Protected Property is a managed forest and that its management be designed and implemented to minimize lasting adverse ecological impacts while assuring a continuing, renewable, and long-term source of forest products important to the economy of the State and region;
 - b. The secondary objectives of this Grant are to conserve black bear habitat consisting of mast feeding areas, spring foraging areas, and travel corridors; and the biological diversity, native flora and fauna, and the environments and ecological processes which support them, as those values exist on the date of this Grant and as they may evolve in the future; and
 - c. The tertiary objective of this Grant is to allow dispersed non-commercial pedestrian public recreational opportunities.

The purposes and objectives set forth above in this Section I are hereinafter collectively referred to as “Purposes of this Grant.” or “Purposes”.

2. Recognizing that maintaining productive forestry resources is the primary objective of this Grant and that both the resource values of the Protected Property and responsible forest management standards will evolve over time, the following forest management goals (hereinafter “Forest Management Goals”) shall be used:
 - a. In areas managed for sawtimber, manage forest stands to reasonably maximize the opportunity for harvesting high quality large diameter sawlogs or veneer, sustained over time, while maintaining a healthy and biologically diverse forest. Grantor and Grantee acknowledge that site limitations and biological factors may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs;

- b. Conduct forest management and harvesting activities (including the establishment, maintenance and reclamation of log landings and skid roads and the use of roads and trails for sugaring) using the best available yet commercially feasible management practices in order to prevent soil erosion and to protect water quality, including, but not limited to, and in no event less stringent than the rule entitled Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont, adopted by the Department of Forests, Parks and Recreation, October 22, 2016, and any successor revised rule, hereinafter “the AMPs”; and
 - c. Create a sustained yield of forest products and prevent liquidation harvest practices.
3. These Purposes will be advanced by conserving the Protected Property because it possesses the following attributes:
- a. Approximately 596 acres in the Town of Stratton and 52 acres in the Town of Jamaica, of well-managed and ecologically diverse forested land with excellent species composition and highly productive soils;
 - b. Productive rich northern hardwoods, diverse forest stands, resources conducive to future forest management and locally significant example of dry-mesic, semi-rich, sugar maple-hop hornbeam forest, a forest of high biodiversity;
 - c. Necessary habitat and partial mitigation, as identified by the Vermont Department of Fish and Wildlife and parties in the Public Service Board proceeding in docket number 7250, for black bears in the form of feeding/foraging areas and travel corridors, linking privately conserved land and the Green Mountain National Forest to the west with undeveloped land and a discontinuous Green Mountain National Forest parcel to the east;
 - d. 57 acres of high concentration of bear scarred beech trees and a stand of 43 acres of bear scarred beech of lower concentration on the Protected Property which is part of a larger stand of concentrated beech on an adjacent conserved property;
 - e. Ball Mountain Brook headwaters, a major tributary of the West River and 3.3 miles of other high quality headwater streams;
 - f. 51 acres of Class 2 open and forested wetlands as found in State of Vermont Significant Wetlands Inventory maps, and other ecologically significant wetlands;
 - g. Documented State of Vermont listed forest communities and rare and uncommon plant species: state significant Natural Heritage (S2) including Roundleaf Orchid (*Platanthera orbiculata*), Northeastern Muhlenbergia (*Muhlenbergia uniflora*) and Michaux Sedge (*Carex michauxiana*) and state uncommon plant species (S3) including Narrowleaf Gentian (*Gentiana linearis*), Hidden-fruited Bladderwort (*Utricularia geminiscapa*), Pale False Mannagrass (*Torreyochloa pallida* var. *fernaldii*), Summer Sedge (*Carex aestivalis*), and Long Sedge (*Carex Folliculata*);
 - h. Over one mile of shared boundary with private conserved land; and
 - i. An internal road system that provides access for forest management, and excellent opportunities for non-commercial pedestrian public access and recreational activities;

These Purposes will be achieved in accordance with the Forest Stewardship Plan requirements of Section IV.

Grantor and Grantee recognize these forestry, wildlife habitat, and outdoor recreation resources of the Protected Property, and share the common purpose of conserving these values by the conveyance of development rights, perpetual conservation easement and restrictions and public access easement to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the function and maintenance of these resource values except as provided in this Grant. Grantee accepts such development rights, perpetual conservation easement and restrictions and public access easement in order to conserve these values for present and future generations.

II. Restricted Uses of Protected Property

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

1. The Protected Property shall be used for forestry, educational, non-commercial recreational and open space purposes only. 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.
2. Except as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written approval of the Grantee.

Grantee may grant such approval if it determines, in its sole discretion, that any such improvement would be consistent with the Purposes of this Grant.

3. No additional easements or restrictions shall be placed on the Protected Property without the prior written approval of the Grantee. Grantee may grant such approval if it determines, in its sole discretion, that any such easement or restriction would be 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; provided, however, that the Grantor may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, for sale signs, and signs limiting access or use (subject to the limitations of Section VII below). Grantee may erect and maintain signs designating the Protected Property as land under the protection of the Grantee, with Grantor approval of the sign and the location, which shall not be unreasonably withheld.
5. The placement, collection or storage of trash, human waste, or any unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee in its sole discretion. The storage of trash in 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, and removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.
7. There shall be no manipulation of natural watercourses, marshes, or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water quality or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Protected Property under this Grant.
8. The Protected Property shall not be subdivided or conveyed in separate parcels without the prior written approval of Grantee which approval may be granted, denied or conditioned in Grantee's sole discretion.
9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or may possess the potential to become inconsistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property

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

1. The right to perform forest management activities, including the harvest of timber, other wood products, and non-timber forest products including the right to conduct maple-sugaring on the Protected Property, together with the right to construct and maintain access by motorized vehicle if necessary to conduct such operation, provided that:
 - a. All such activities are conducted in accordance with an approved Forest Stewardship Plan meeting the requirements of Sections IV, V, VI and Section IX (8) below, hereinafter "Forest Stewardship Plan";
 - b. All such activities are conducted under the supervision of a licensed forester who meets all State of Vermont requirements for practicing forestry or, when appropriate and in accordance with the laws of the State of Vermont, a forester or other land manager whose education, experience and qualifications are otherwise approved in advance by Grantee (hereinafter "Forester"); and
 - c. All forest management activities, including road construction, road maintenance, harvesting or skidding of wood products, or sugaring, shall comply with the AMPs.
2. The right to conduct maple-sugaring activities on the Protected Property only with the approval of the Grantee, after consultation with the Fish and Wildlife Department, in advance of any such activity and in accordance with the provisions of Section III 1. a-c, provided that no maple sugaring activities shall be allowed within the Special Treatment Areas for Black Bear. Grantee's approval may be conditioned or withheld if Grantee determines, in its sole discretion, that maple sugaring activities would be inconsistent with the Purposes of this Grant, including black bear habitat or public recreation.

Maple sugaring operations shall meet or exceed the standards outlined in Sugarbush Management

Standards and Tapping Guidelines for Forestland in Use Value Appraisal adopted by the Department of Forests, Parks, and Recreation in 2014, or any such successor guidelines approved by the Grantee.

3. The right to conduct timber harvesting activities in accordance with the Forest Stewardship Plan provided that Grantor shall provide Grantee with not fewer than fifteen (15) days prior written notice, except that no such notice shall be required for: (a) thinning of forest stands performed without the commercial sale of the harvested products; and (b) any other timber harvesting involving fewer than 10 acres, or yielding fewer than 8,000 board feet of sawlogs or 25 cords of firewood. Nothing in this clause shall be interpreted to require Grantor to harvest a treatment unit (as defined in Section IV, below), but only to require that any such harvest be conducted in accordance with the Forest Stewardship Plan should Grantor elect to harvest.
4. The right to maintain, repair, and replace existing forest management roads and associated bridges, culverts and gates, together with the right to construct new forest management roads and associated improvements, provided that said roads and associated improvements are in accordance with the Forest Stewardship Plan, are in accordance with Section V. and fulfill the following requirements:
 - a. Such construction is consistent with the Purposes of this Grant;
 - b. Additional road improvements are necessary to provide reasonable forest management access to the Protected Property and the system of existing roads are not adequate; and
 - c. Such construction is in accordance with the AMPS.
5. The right to construct, maintain and use temporary sawmills, wood processing facilities, and similar temporary forestry structures or facilities, together with necessary temporary access drives and temporary utilities, on the Protected Property, provided that such temporary structures, temporary access and temporary utilities are used exclusively in functional support of forestry conducted on the Protected Property, and provided further that such construction has been approved in writing in advance by Grantee. Grantee's approval shall not be unreasonably withheld or conditioned, provided that the temporary structure or facility is located, constructed and designed in a manner that is consistent with the Purposes of this Grant. "Temporary" shall mean structures or facilities, which remain in place for a period not to exceed 24 months.
6. The right to construct, maintain and use permanent forestry structures, including but not limited to sugar houses, together with necessary access drives and utilities, on the Protected Property, provided that such structures and facilities are used exclusively in functional support of forestry conducted on the Protected Property, provided that the structure is not located within the Surface Water Buffer Zone or the Special Treatment Areas for Black Bear, and provided that the structure is constructed and designed in a manner that is not inconsistent with the Purposes of this Grant, and provided further that such construction has been approved in writing in advance by Grantee which approval may be granted, denied or conditioned in Grantee's sole discretion.
7. The right to use motorized equipment, including but not limited to portable sawmills and all-terrain vehicles on the Protected Property for forest management purposes.
8. The right to utilize, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses otherwise permitted hereunder, provided that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Notwithstanding the foregoing, the construction of ponds or reservoirs is prohibited.
9. The right to permit the operation of non-commercial recreational motorized and mechanized vehicles, including but not limited to snowmobiles, ATV's and mountain bikes, and the right to permit equestrian use on the Protected Property, provided that such use is not within the Surface Water Buffer Zone or the Special Treatment Areas for Black Bear, is not inconsistent with the Purposes of this Grant, is in accordance with the Forest Stewardship Plan, and has been approved in writing in advance by Grantee which approval may be granted, denied or conditioned in Grantee's sole discretion. The Grantee may approve, in its sole discretion, stream crossings of the Surface Water Buffer Zone (SWBZ) for such uses described in this section, provided that the stream crossing is in accordance with the Forest Stewardship Plan and provided that stream crossings of the SWBZ area shall be kept to a minimum and co-located where feasible.
10. The right to clear, construct and maintain trails for non-commercial walking, skiing, equestrian and other non-commercial, recreational activities within and across the Protected Property in accordance with the Forest Stewardship Plan. The Grantee may approve, in its sole discretion, stream crossings of the Surface Water Buffer Zone for such uses described in this section provided that stream crossings of the SWBZ area shall be kept to a minimum and co-located where feasible.

11. The right to permit others to use the system of forest management roads and skid trails now existing on the Protected Property, or in the future developed on the Protected Property (pursuant to a Forest Stewardship Plan developed and approved as described in Section IV), provided that:
 - a. Such roads are used by others exclusively in association with forest management activities on lands near the Protected Property;
 - b. The permission afforded by Grantor consists of a short-term license to use the road system for a period not to exceed 12 months, and is not a longer-term license, right-of-way, easement or other permanent legal interest; and
 - c. Grantor shall remain responsible for any such licensee's compliance with this Grant.

This clause shall not restrict the public access rights granted in Section VII of this Grant, nor shall it limit Grantor's right to allow others to use the Protected Property for non-commercial recreational purposes, provided that such use is not inconsistent with the Purposes of this Grant.

12. The right to extract sand and gravel from the Protected Property, provided such materials are used exclusively for the construction, maintenance or improvement of forest management roads and/or log landings situated on the Protected Property, in accordance with the Forest Stewardship Plan, and provided that extraction shall not be allowed within the Surface Water Buffer Zone or the Special Treatment Areas for Black Bear.
13. The right to engage in accessory uses of the Protected Property; provided, however, that such accessory uses are (a) related to the principal forestry or recreational uses of the Protected Property, and (b) in the aggregate subordinate and customarily incidental to those principal uses. Grantor shall not engage in any accessory use of the Protected Property without first securing the prior written approval of Grantee, which approval may be conditioned, withheld or revoked if Grantee determines, in its sole discretion, that the accessory use would be or is inconsistent with the Purposes of this Grant.

IV. Forest Stewardship Plan and Forestry Provisions

General Requirements

As provided in Section III, above, Grantor shall not construct roads, landings or trails, harvest timber or other products, or conduct maple sugaring activities without first developing and submitting to the Department of Forests, Parks and Recreation (hereinafter "Department") for review and receiving approval by the State Forester or designee (hereinafter "State Forester"), a Forest Stewardship Plan or other multi-resource management plan that complies with the requirements of the Forest Legacy Program for the Protected Property (hereinafter the "Forest Stewardship Plan"). All updates, amendments or other changes to the Forest Stewardship Plan shall be submitted to the Department for review and approval by the State Forester or designee, prior to conducting any harvesting or forest management activity. The Forest Stewardship Plan as amended from time-to-time is hereinafter referred to as the "Amended Forest Stewardship Plan". The State Forester's approval of the Forest Stewardship Plan and any Amended Forest Stewardship Plan shall not be unreasonably withheld or conditioned, if the Forest Stewardship Plan or Amended Forest Stewardship Plan has been prepared by a Forester, as defined in Section III (1. b) and if the Forest Stewardship Plan or Amended Forest Stewardship Plan is consistent with the Purposes of this Grant and meets the requirements of the Forest Legacy Program.

Plan Requirements

Compliance with the elements of an approved Forest Stewardship Plan or any Amended Forest Stewardship Plan as incorporated therein, is a requirement of this Grant. The Forest Stewardship Plan and any Amended Forest Stewardship Plan shall be consistent with the Purposes of this Grant, and all terms and provisions of this Grant and shall fulfill the requirements of the Vermont Use Value Appraisal Program (if the protected property is enrolled in that program). The Forest Stewardship Plan shall be based on the most current science and shall describe current stand conditions and site quality and shall include at least the following elements:

- a. Grantor's forest management objectives;
- b. An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, major access routes (truck roads, landings and major skid trails), recreational trails, Surface Water Buffer Zones and Special Treatment Areas for Black Bear as described below;
- c. Forest stand (treatment unit) descriptions including but not limited to: forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect, disease and invasive species occurrence, and previous management history;

- d. Prescribed silvicultural treatments and other management recommendations for the 10-year plan period, including management and treatment of any areas of Surface Water Buffer Zone and Special Treatment Areas;
- e. Plant, fish and wildlife considerations (identification of known significant habitats and associated management recommendations); including description of biological diversity; description of management strategies that protect or enhance habitats, including black bear travel corridors that allow access to critical bear feeding areas, such as, the wetlands and mast stands on the Protected Property, and maintaining vegetation at appropriate intervals and widths along the road, to provide cover for black bear travel on and off the Protected Property; and Grantor's plan with regard to retaining snag trees, den trees, and downed trees;
- f. Presence, if any, of threatened and endangered species and management objectives to protect them;
- g. Recreational considerations (identification of known resources and associated management recommendations); and
- h. Historic, archeological and cultural resource considerations (identification of known resources and associated management recommendations).

The Forest Stewardship Plan shall be updated at least once every ten (10) years. Amendments to the Forest Stewardship Plan shall be required in the event that Grantor proposes a treatment not included in the Forest Stewardship 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 three years from the prescription schedule set forth in the Forest Stewardship Plan as approved by the State Forester.

The State Forester may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as the State Forester may select, and will consult with the Fish and Wildlife Department regarding black bear and black bear habitat, to determine whether the Forest Stewardship Plan or Amended Forest Stewardship Plan is consistent with the Purposes of this Grant and all terms and provisions of this Grant.

Heavy Cuts: Disapproval by the State Forester of a Forest Stewardship Plan proposing a Heavy Cut (as defined below) shall not be deemed unreasonable. The State Forester, however, may approve a Forest Stewardship Plan or an Amended Forest Stewardship Plan that includes a heavy cut if, in the State Forester's sole discretion, it is consistent with the Purposes of this Grant by accomplishing one or more of the following:

- a. To release a well-established understory;
- b. To permit the planting of different species of trees;
- c. For wildlife management purposes;
- d. To promote natural regeneration; or
- e. To salvage damaged or downed trees.

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

V. Surface Water Buffer Zones

Those areas lying within fifty feet (50') of each bank or shore of rivers, streams, ponds, wetlands and vernal pools, including those areas within said wetlands and vernal pools themselves (collectively referred to as "waters"), as depicted on a plan entitled "Vermont Department of Forests, Parks and Recreation – Meadowsend Timberlands Limited Partnership Forest Legacy Conservation Plan, Towns of Stratton and Jamaica, Windham Co., VT" (hereinafter "MTL Stratton Legacy Conservation Plan") signed by the original Grantor and Grantee and maintained in the permanent records of Grantee, shall be designated as Surface Water Buffer Zones (hereinafter "SWBZ").

SWBZs shall apply to said waters as they may move from time to time. Grantor and Grantee may mutually agree to update the mapped SWBZ locations from those depicted on the above-referenced Conservation Plan; such successor map will be valid only with approval of Grantee.

- a. Within the SWBZ, the protection of surface waters and wetlands will be achieved in part through the establishment and maintenance of a vegetated buffer. The SWBZ provides an array of ecological benefits including but not limited to:
 - i. protecting aquatic and wetland habitats;

- ii. protecting water-quality;
 - iii. protecting terrestrial habitats and wildlife travel corridors; and
 - iv. providing organic matter, nutrients, shade, and large diameter coarse woody debris for the benefit of wetland, riparian, and aquatic systems.
- b. Any harvesting or other forest management activities conducted within the SWBZ described herein must be described in the Forest Stewardship Plan or Amended Forest Stewardship Plan approved by the State Forester and must take into account the potential effects of such activities on water quality and the plant and wildlife habitat associated with such areas.
 - c. The number and width of stream crossings within the SWBZs described herein shall be the minimum number reasonably necessary to carry out the permitted uses of the property and shall employ, at a minimum, the AMPs.
 - d. At Grantor's request, Grantee may approve, in its sole discretion, new management roads and non-motorized recreational trails within the SWBZ provided that construction and use of such management roads located within wetlands that are part of the Special Treatment Areas for Black Bear (STBB) shall not occur during the spring bear feeding period. The use of existing roads and trails within the SWBZ is permitted provided that such roads and trails are in compliance with the AMPs. The Grantee may approve, in its sole discretion, crossings of the SWBZ for forest management and recreational trails, including motorized use of crossings, consistent with paragraphs 9 and 10 of Section III, provided that crossings of the SWBZ area shall be kept to a minimum and co-located where feasible.
 - e. The production of timber and other forest products shall be a secondary objective within the SWBZ.

The goals, prescriptions and restrictions of this Section V are in addition to the provisions of Sections II and III, and where inconsistent, the provisions of this Section V shall supersede the provisions of Sections II and III. In addition, wetlands that are also part of the STBB, are also subject to the goals, prescriptions and restrictions of Section VI in addition to the provisions of Sections II, III, and V and where inconsistent, the provisions of Section VI shall supersede the provisions of Sections II, III and V.

VI. Special Treatment Areas for Black Bear

The Forest Stewardship Plan shall describe the forest treatment and management for Special Treatment Areas for Black Bear (STBB). The STBB shall include at least 100 acres of high quality mast stands that serve as black bear habitat and additionally shall include approximately 16.5 acres of wetlands that provide spring feeding habitat for black bear on the Protected Property. The current configuration of the STBB is depicted on the MTL Stratton Legacy Conservation Plan. Recognizing that habitat conditions may naturally evolve and change over time, Grantor and Grantee may mutually agree to update the mapped STBB locations from those depicted on the above-referenced Conservation Plan to the extent necessary to reflect changes in the habitat provided that any such change of the STBB location is for the sole purpose of providing higher quality habitat for black bear than the existing location. Any successor updated map shall be valid only after approval of Grantee. The STBB shall be depicted on each update of the Stewardship Plan map.

- 1. In addition to the other sections of this Grant, the following shall apply within the STBBs:
 - a. The Forest Stewardship Plan shall provide for the long-term management, protection or enhancement of at least 100 acres of high-quality mast stands for black bear habitat, such as bear scarred beech and oak; and 16.5 acres of wetlands that provide spring feeding habitat for black bear;
 - b. The protection of black bear habitat shall be the primary objective within the STBB;
 - c. The harvesting and management of timber and other forest products shall be a secondary objective within the STBB;
 - d. Any harvesting or other forest management activities conducted within the mast stands must be consistent with the Forest Stewardship Plan or Amended Forest Stewardship Plan approved by the State Forester that take into account the potential effects of such activities on black bear habitat;
 - e. Harvesting and other forest management activities shall not be conducted during prime bear feeding periods, unless such activities are necessary to manage the STBB to protect or enhance black bear habitat; and
 - f. No motorized or mechanized recreational vehicles, permanent structures, or maple sugaring shall be allowed in the STBB.

The goals, prescriptions and restrictions of this Section VI are in addition to the provisions of Sections II and III, and where inconsistent, the provisions of this Section VI shall supersede the provisions of Sections II and III. In addition, wetlands that are also part of the STBB, are also subject to the goals, prescriptions and restrictions of Section V in addition to the provisions of Sections II, III, and VI and where inconsistent, the

provisions of Section VI shall supersede the provisions of Sections II, III and V.

VII. Public Access

1. Grantor covenants and agrees that the Protected Property shall be available to the public for all types of non-commercial, non-motorized, non-mechanized, non-equestrian dispersed pedestrian recreational purposes (including but not limited to bird watching, backcountry skiing, fishing, hunting, snowshoeing, trapping and walking) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantee may limit or restrict public access to the Protected Property to assure compliance with the Purposes and requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to restrict access when inconsistent with ongoing forestry activity and to permit, regulate or prohibit fishing, hunting or trapping).
2. The goal of this Section is to provide public access, as set forth in this section, subject to the following:
 - a. It is consistent with and does not impede the economically sustainable production of forest resources and is not inconsistent with the provisions of Section VI of this Grant; and
 - b. It is conditioned on respecting the rights of Grantor as established herein, the Purposes of this Grant, the resource values of the protected property, the restrictions and requirements set forth in this Grant and the public health and safety.
3. Access to the Protected Property by the public may be temporarily closed or temporarily restricted by either Grantor or Grantee to protect and ensure compliance with the above-referenced rights and interests, and to prohibit activities that are inconsistent with, interfere with, or cause damage to said rights and interests. The right to control public access as aforesaid includes activities which:
 - a. Violate this Grant;
 - b. Impede the economically sustainable production of forest resources;
 - c. Unreasonably interfere with Grantor's use of the Protected Property on a frequent, on-going basis;
 - d. Cause significant damage to the natural resources of the Protected Property (as may be caused, for example, by erosion, fire or other destructive activity); or
 - e. To protect the public health and safety.

Grantor and Grantee shall work in good faith to cooperatively resolve any issues with respect to public recreational access to the Protected Property and to maintain public access to the Protected Property. Any issue not resolved voluntarily may be submitted by either party to binding arbitration, pursuant to Section VII 4. below.

4. Arbitration: In the event that arbitration is undertaken, the following conditions shall apply:
 - a. Access to the Protected Property by the public may be temporarily closed or restricted by Grantor or Grantee, during the pendency of arbitration and subject to a final decision, to protect and ensure compliance with this Grant;
 - b. The arbitrator shall be selected by the parties or by the American Arbitration Association if the parties cannot agree on an arbitrator. The arbitrator's authority shall include the right to determine: (1) whether a violation of Section VII by either Grantor or Grantee has or continues to occur, (2) whether public use materially interferes with Grantor's permitted use of the Protected Property, (3) whether public use has caused significant damage to natural resources, and (4) what corrective action should be implemented to achieve the purposes of permitting reasonable dispersed public recreational access without materially interfering with Grantor's permitted use of the Protected Property and without damaging natural resources.
 - c. The costs of arbitration shall be shared equally by the parties, unless otherwise determined by the arbitrator due to one party being unreasonable or otherwise dilatory. The decision of the arbitrator shall be binding on the parties. The parties shall select an arbitrator within two weeks of the submission of an issue to arbitration, and every reasonable effort shall be made to complete arbitration of any dispute within thirty (30) days of the selection of an arbitrator; and
 - d. Nothing in this Section VII shall be construed to prohibit Grantor from serving a Notice Against Trespass against third parties for any conduct not permitted by this Section VII, including use of prohibited motor vehicles on the Protected Property.
5. The general public's right of access to and use of the Protected Property shall be limited to the access privileges outlined in this Section VII, and the public shall have no other right to use or occupy the Protected Property.

VIII. Enforcement of the Restrictions

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

Failure by the Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action on the Protected Property, if necessary. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.

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

IX. Miscellaneous Provisions

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of the Grantee before commencing an activity or act, and where the Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the Grantee, Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.
2. It is hereby agreed that 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 Stratton, the Town of Jamaica, and the State of Vermont.
3. The Grantee shall transfer the development rights, public access rights and conservation easement and restrictions conveyed by Grantor herein only to a State agency or municipality, as defined in Chapter 34 or Chapter 155, Title 10 V.S.A., in accordance with the laws of the State of Vermont and in accordance with the Forest Legacy Program (16 USC Section 2103c).
4. Extinguishment. The Grantor and the Grantee acknowledge that USDA Forest Service Forest Legacy Program funding for the acquisition of this Grant is authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq), and pursuant to the grant agreement for the Windham Region Working Forest project, Grant # 14-DG-11420004-300, awarded by the United States Department of Agriculture (USDA) Forest Service on September 9, 2014 to the Vermont Department of Forests, Parks & Recreation. The grant agreement is housed in the USDA Forest Service Regional Office at: Forest Service Eastern Regional Office, 626 E. Wisconsin Avenue, Milwaukee, WI 53202, or in an archival facility per Agency policy. The Grantor and the Grantee acknowledge and agree that this Grant cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary's sole and absolute discretion, consents in writing to the extinguishment and the United States is reimbursed its proportionate share of the value of this Grant or the portion thereof that is extinguished at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for Forest Legacy Program (FLP) or similar conservation purposes. This Grant shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this paragraph. The United States' "proportionate share" is [84%],

which was determined by dividing the FLP's contribution to the acquisition of this Grant by the value of this Grant at the time of its acquisition and expressing the result as a percentage. The United States' proportionate share shall remain constant over time. The "value of this Grant or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform Acquisition Standards of Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Grantee and the Forest Service Chief Appraiser. No inaction or silence by the Secretary shall be construed as approval of an extinguishment or as an abandonment of this Grant in whole or in part.

5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.
6. Grantor and Grantee agree that the Protected Property is accurately depicted and described in both the Meadowsend Legacy Conservation Plan and a Baseline Documentation Report ("BDR") signed by the original Grantor on or about the date of this Grant and held by Grantee. The Grantee may use the Meadowsend Legacy Conservation Plan or BDR in enforcing this Grant, but are not limited in its use of the Meadowsend Legacy Conservation Plan and BDR to show a change of conditions.
7. The term "Grantor" shall include the successors and assigns of the original Grantor, Meadowsend Timberlands, Limited Partnership. The term "Grantee" shall include the successors and assigns of the original Grantee, State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation consistent with the conditions and requirements of Direct Federal Grant # 14 - DG - 11420004-300 by and between the VT Department of Forests, Parks and Recreation and the USDA Forest Service.
8. The Grantor agrees that activities conducted within the easement area shall be in compliance with the provisions of the Forest Stewardship Plan prepared in association with the conveyance of this Grant and pursuant to the provisions of Section 5(f) of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313), as amended, 16 U.S.C. 2103a(f). The Grantor agrees that it may periodically seek to revise the Forest Stewardship Plan. Such proposed revisions to the Forest Stewardship Plan will become effective only upon written approval by the State Forester in accordance with Section IV.

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

TO HAVE AND TO HOLD said granted development rights, public access rights, conservation easement and restrictions and easements for access, with all the privileges and appurtenances thereof, to the said Grantee, **State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation**, its successors and assigns, to its own use and behoove forever, and the said Grantor, **Meadowsend Timberlands, Limited Partnership**, for itself and its administrators and executors, does covenant with the said Grantee, its successors and assigns, that until the sealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance and use restrictions, and it hereby engages to warrant and defend the same against all lawful claims whatever.

I set my hand and seal this 18th day of July, 2019.

GRANTOR: Meadowsend Timberlands, Limited Partnership

By: Sustained Woodland Resource, Inc.,
General Partner

By:

Steven B. French, Treasurer

STATE OF New Hampshire
COUNTY OF Rockingham, ss.

At Kingston this 18th day of July, 2019, Steven B. French personally appeared as duly authorized agent of Meadowsend Timberlands, Limited Partnership and Sustained Woodland Resource, Inc., and he thereupon acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, the free act and deed of Meadowsend Timberlands, Limited Partnership and the free act and deed of Sustained Woodland Resource, Inc., before me.



Susan D. Gendron
Notary Public

My commission expires: 7/13/21

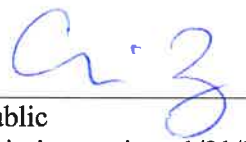
The party below adds its signature to demonstrate its acceptance of this grant of development rights, conservation restrictions, and public access easement.

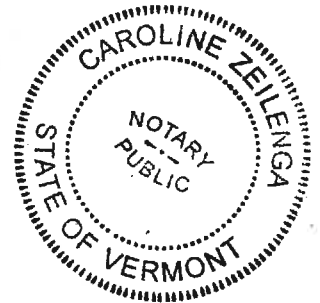
GRANTEE: State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation

By: 
Michael C. Snyder, Commissioner

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At Montpelier, in said County and State on this 19 day of July, 2019, personally appeared Michael C. Snyder, who acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed on behalf of the State of Vermont, acting by and through its Agency of Natural Resources, Department of Forests, Parks and Recreation, before me.


Notary Public
My commission expires: 1/31/2021



[Remainder of page intentionally left blank]

ACKNOWLEDGMENT OF ARBITRATION

We understand that Section VII of this instrument contains an agreement to arbitrate. After signing this document we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement set forth in Section VII, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator. We understand that the arbitration provisions of this instrument are limited exclusively to matters set forth in said Section VII.

GRANTOR:

Meadowsend Timberlands, Limited Partnership

By: Sustained Woodland Resource, Inc.,
General Partner

By: Steven B. French

Steven B. French, Treasurer

Dated: 7/18/19

GRANTEE:

State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation

By: Michael Byrd

Its Duly Authorized Agent

Dated: 7/19/19

STRATTON
TOWN CLERK'S OFFICE
RECEIVED

Date July 24, 2019 At 12:40pm
Book 178 Page 168 of
Stratton Land Records Town # 19-165
Attest: David Byrd
Town Clerk

SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises conveyed to Grantor by the following deeds:

Corrective Warranty Deed from Fred E. Snowman, Trustee of the Fred E. Snowman, Jr. Revocable Trust dated October 7, 1997 and Frances M. Snowman, Trustee of the Frances M. Snowman Revocable Trust dated October 7, 1997 to Meadowsend Timberlands, Limited Partnership dated May 2, 2005 and recorded May 16, 2005 in Book 117, Page 519 of the Stratton Land Records, and recorded May 26, 2005 in Book 95, Page 24 of the Jamaica Land Records, except the following conveyances: (i) Warranty Deed to Robert W. Strickland, Trustee under the Revocable Trust Agreement of Robert W. Strickland, UTA dated 2/23/1998 dated September 12, 2005 and recorded October 27, 2005 in Book 96, Page 413 of the Jamaica Land Records.

The above listed parcel is herein, the "Protected Property".

The following rights of way benefit the Protected Property:

1. Grant of Access Easement from Robert W. Strickland, Trustee under the Revocable Trust Agreement of Robert W. Strickland, UTA dated 2/23/1998 to Meadowsend Timberlands Limited Partnership dated January 7, 2005 and recorded October 27, 2005 in Book 96, Page 411 of the Jamaica Land Records.
2. Rights of Way reserved in the Warranty Deeds from William G. Legrow to Carifa, Allen & Fraser (N/Rapuano) in deeds dated respectively July 8, 1976; March 31, 1978; September 4, 1979; and recorded respectively in Book 43, Page 425; Book 45, Page 175; Book 47, Page 116 of the Jamaica Land Records.

Meaning and intending to include in this description of the Protected Property all of the land generally described as containing 648.3 acres, more or less, in the Towns of Jamaica and Stratton, Vermont and being further described as lying on both sides of Mountain Road, so-called, and lying west of West Jamaica Road, so-called, and of Forrester Road, so-called.

The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any special treatment areas on a plan entitled "Vermont Department of Forests, Parks and Recreation – Meadowsend Timberlands Limited Partnership Forest Legacy Conservation Plan, Towns of Jamaica and Stratton, Windham Co., VT" signed by the Grantor and Grantee (referred to throughout this Grant and its Schedules as "the MTL Stratton Legacy Conservation Plan"). The MTL Legacy Conservation Plan is kept by Grantee in its Office.

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.
