<u>Appeal for property at 97 Kerwin Hill Road, Norwich VT. Parcel 05.095.400</u>

21.19 acres, dwelling, and barns, Subject to conservation easement/option to purchase at agricultural value (OPAV)

Dear BCA members.

We intended to bring this case before the BCA last year. You may recall that Chris erred and used the wrong property account number in his grievance, writing 05.090.300 instead of .400. The Listers felt this made the grievance invalid. Spirited debate ensued at our hearing. Ultimately, we were not able to pursue the intended grievance of parcel 05.095.400.

The grievance we hoped to bring last year was simply this: In 2025, our assessment increased 63%, similar to the town average. We figured that was fair enough. But the listers did not allocate the increase equitably across the components of our property (land, farm buildings, dwelling). They put almost all the value increase onto our house. This is unfavorable to us and inequitable. We'd substantially improved the farm buildings and added ponds, fencing, fertility, and an orchard to the land. We'd done nothing to the house. So, we feel the barns and land should have increased in value proportionally as much or more than the house. Since the breakdown of relative valuation was also determined by Superior Court settlement in the past, and was made based on a detailed town-commissioned appraisal, we felt it should not be overruled without strong justification.[1] We requested that the valuation increase be split proportionally among the house, land, and farm buildings – each increasing by 63%. The listers denied this grievance and the BCA did not adjudicate it further in 2025.

This year (2026) the listers made no changes to our property on the initial grand list. We filed a repeat grievance to request the equitable split, as we had last year. Instead of denying the request as they had last year, the listers responded by ***<u>nearly doubling our overall valuation, on top of last year's 63% increase</u>*** (now \$833,500… + 300% since 2024), again placing almost all of the (further) increase on the house. We feel that that this valuation is now grossly unreasonable. We are no longer willing to settle as proposed last year. The Listers are in possession of ample evidence to show the valuation they assigned here is unreasonable and unsupported. They introduced and presented this data, a compilation of OPAV sales provided to them by the Vermont Land Trust, at last year's hearing. We use that evidence, following official VT Department of Taxes guidance for how to value OPAV properties, to demonstrate that the valuation proposed is not supported by comparable sales. Instead, we show that the correct valuation for the subject property is \$185,068, split \$51,200 to house, \$20,000 to the 2 acres of land under it, \$40,420 to the farm buildings, and \$73,448 to the excess acreage land. We request this be set as our assessment.

A great deal of evidence supports this position. We present it below as efficiently as possible, with footnotes and appendices providing backup. If there is a detail missing – please ask. Thank you for taking the time work through it and evaluate our case.

Norah and Chris, Sweetland Farm

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[1] For historical context, the stipulation agreement of that 2015 Superior Court Settlement, as well as negotiation documents, are attached in Appendix F. We both hired highly qualified expert appraisers. The town's expert determined a valuation of \$407,600, ~34% what the town had sought. The town refused to settle at the halfway point between the town's expert appraisal and ours. Due to the ongoing cost of litigation, we ultimately accepted the town's expert appraiser's report completely, including its valuation breakdown. So, this was already an unfavorable value disposition from our perspective.

Our Requested Valuation for Parcel 05.095.400:

		05.095.400
Item	**Unit Value**	**Extended Value**
Dwelling	$51,200.00	$51,200
2 acres	$20,000.00	$20,000
Farm Buildings (4300sf)	$9.40	$40,420
Tillage (16.5 acre)	$4,438.00	$73,227
Excess acreage (2.69 acre)	$82.00	$221
	Total	$185,068

1. <u>Background on the Law We All Must Follow:</u>

Collectively, we seek to determine "Appraisal Value" of our property. This is defined in law as:

"the price which the property will bring in the market when offered for sale and purchased by another, taking into consideration ***<u>all the elements of the availability of the property, its use both potential and prospective</u>****, any functional deficiencies, and all other elements such as age and condition which combine to give property a market value."*[2]

The Appraisal Value is always based on the "Highest and Best Use" of a property, which is "*the reasonable, probable, and legal use of the property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."*[3]

Our property is subject to conservation easements and an Option to Purchase at Agricultural Value (OPAV) – special deed restrictions that are intended to restrict the highest and best use of the property, restrict how it can be sold, and thereby restrict its value. This means *"availability"* and *"use both potential and prospective"* of our property are highly restricted – to agriculture and forestry uses. These deed restrictions are attached as Appendix A and discussed in Section 2.

The law further clarifies how conserved property is to be taxed by explicitly stating that *"the owner of any remaining right or interest… shall be taxed… only upon the value of those remaining rights or interests to which he or she retains title."*[4] In other words, we get taxed only on the rights we still have.

<u>The Vermont State Department of Taxes has provided official guidance for how to consider these deed restrictions when assessing properties.</u> This is attached as Appendix B. ***<u>Please review and refer to this.</u>*** We follow these guidelines in developing our proposed valuations. We feel the Listers have not.

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Conservation Easements and Property Valuation

Assessing Land Permanently Encumbered by a Conservation Easement

The purpose of this guidance is to help an assessing official determine whether a conservation easement has an effect on the market value of a property that is being assessed. If you need further assistance with any of the topics covered here, please feel free to contact us at tax.pvr@vermont.gov.

<u>Some key excerpts from the Official Guide:</u>
"Sales Comparison: The Preferred Approach to Valuation *Collect sales data for transactions involving conservation easement encumbered properties. It is likely that you will have to expand your search regionally to obtain a meaningful sample. The databases of sales kept by land trusts and governmental entities are excellent resources for sales data."* <u>We do exactly this below.</u>
"Encumbered Agricultural Land with an OPAV *Transactions involving an OPAV are likely to directly limit the market value of the property. If enough data exists, you can attempt to conduct a sales comparison involving only properties subject to an OPAV. Whether a sales comparison is feasible or not, you should be sure to value the property as if the agricultural use was the highest and best use."* <u>We do exactly this below.</u>

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[2] Direct quotation from statute 32 V.S.A. § 3481 (1)(A), italics and bold emphasis added, https://legislature.vermont.gov/statutes/section/32/121/03481
[3] https://tax.vermont.gov/municipal-officials/listers-and-assessors/assessing-property/conservation-easements
[4] 10 V.S.A. § 6306 https://legislature.vermont.gov/statutes/section/10/155/06306

2. Our Easement and OPAV: Key Points

Three Tax ID Parcels, but One Inseparable Deed. The subject property here: 05.095.300, consisting of 21.19 acres, a dwelling, and farm buildings, is linked by a conservation easement, Option to Purchase at Agricultural Value (OPAV) and deed to a 56.44 acre portion of the property at 742 Rt 132 Norwich on card 05.095.300 and to 9.47 acres in Thetford (SPAN 642-202-10890). These are connected by a deeded right-of-way. Though the listers treat the property as three separate parcels, this is a fiction. They are legally inseparable. When talking about a fair market value for any of these three parcels, this can ONLY be based upon the sale price of the entire OPAV farm, since the linked components, collectively 87.1 acres, cannot be separated. We do not retain the right to subdivide the property or sell any of the three tax parcels separately.[5] The property must therefore be valued in aggregate, with value then apportioned between the components. The currently assessed valuation of the non-divisible property components is:

Town	Norwich	Norwich	Thetford
Property ID	05.095.300	05.095.400	642-202-10890
Dwelling	$184,000	$509,100	-
2 acres	$31,000	$147,500	-
Barns/Outbuildings	$267,300	$81,200	$76,600
Excess acreage	54.40	19.19	9.47
Land	$183,500	$95,700	$25,600
Total	$665,800	$833,500	$102,200
		Grand Total	$1,601,500

[5] See page 9 of our OPAV and Easement in Appendix A which states: *"The Protected Property together with the 26.39 acre property located in both Norwich and Thetford subject to the Upper Valley Land Trust Grant described in Schedule A ("UVLT Protected Property") shall not be subdivided, partitioned or conveyed in separate parcels, nor shall ownership of the buildings on the Protected Property be separated from the ownership of the Protected Property without the prior written approval of Grantee, which approval may be granted, conditioned or denied in Grantee's sole discretion, except as otherwise specifically permitted in this Grant."*

3. **<u>Restricted Uses:</u>** Our property is encumbered by a conservation easement that restricts the usage of the property to agriculture and forestry uses. Many valuable property rights, such as the right to subdivide the property, construct additional residences, conduct commercial operations etc. have been given up. Under 10 V.S.A. § 6306 this impacts the assessable property value. The restricted and permitted uses of the property are laid out fully in our easements in Section II and III (Appendix A).

4. **<u>Restricted Sales:</u>** This is the big one. Our property is encumbered by an Option to Purchase at Agricultural Value (OPAV). The OPAV is a legal tool that limits unrestricted sales of the property to farmers, as strictly defined in IRS code, excluding estate buyers who typically pay more. Under the OPAV, the Vermont Land Trust also may approve sales to non-qualifying persons but approved alternate buyers must demonstrate farming qualifications, submit detailed business plans, and may not pay more than the agricultural value as determined by an appraisal. Property appreciation potential is thus severely reduced, since resale prices are capped at agricultural value. This is by design. The OPAV is explicitly intended to keep the property affordable to farmers in perpetuity, reducing the value of property to make it accessible to those who earn their living from the land. Since this impacts the potential sale value of the property, it impacts our tax assessment – Official VT Tax Dept guidance provided in Appendix B and 10 V.S.A. § 6306 confirm this. The full details of how the OPAV works are included in our easement in Appendix A, section VII. We also want to point out that **OPAVs have an excellent track record of enforcement and there is now sufficient body of evidence (150+ sales over more than 20 years in VT) to clearly show they are working as intended.** During prior disputes about our valuation, the listers have made attempts to imply that there is a risk that the OPAV might somehow not be enforced. These counterfactual statements depend on the Vermont Land Trust or successor organization failing to exercise their option, in conflict with their organizational mission statement, AND no state or federal agency with enforcement rights stepping in. This remote possibility can only be considered against the considerable burden of evidence to that has piled up showing this simply does not happen. We fell strongly, therefore, that such suggestions have no bearing on the appraisal value, and this position is supported by official VT Tax Department Guidance requiring towns consider the OPAV impact on valuation based on comparable sales – the approach we take.

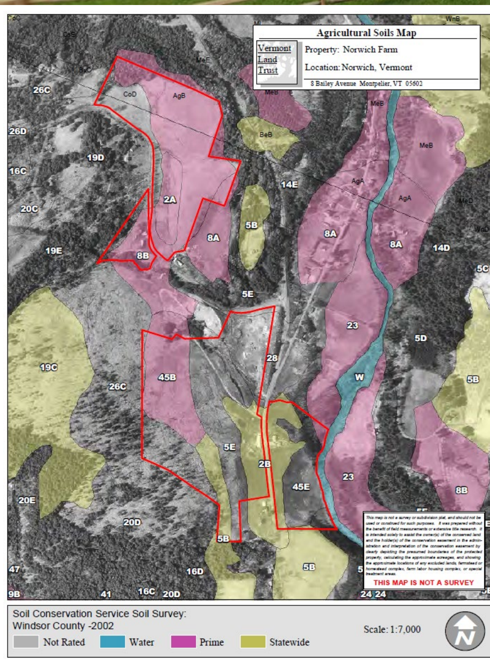
History of our Assessment: We have previously fought the town over our property valuation, resulting in a Superior Court settlement in 2015 and a number of other discussions at the grievance and BCA levels. The crux of the cases all revolved around the impact of the OPAV on our valuation. Both we and the town have spent many thousands of dollars on attorneys and independent appraisals. During the Superior Court case, the town ultimately hired a well-qualified independent appraiser as their expert, who returned with a value 34% of what the town had tried to assess our property at. The town repaid substantial taxes, with interest. The listers raising our assessment again this year to a level that reflects no OPAV impact on valuation is déjà vu. At this point, the impact of OPAV's on farm values is well documented and considering it, using the methods we provide here, is required under official guidance of the VT Department of Taxes. As a result, we feel that the town is currently failing in its statutory duty to follow tax department guidance and fairly value our property. We are very frustrated by this issue recurring and the town clearly ignoring state guidance. Preparing for and fighting these unreasonable valuations takes an enormous amount of effort. We are tired of it.

3. Agricultural Characteristics of Our Parcel Land and Buildings

Since our property MUST be valued as if its highest and best use is agriculture and forestry (see quotation at the bottom of page 1), it is important you understand the key details of our OPAV protected parcel, as they relate to its highest and best use as an agricultural property. We will demonstrate that the characteristics that farmers seek and pay a premium for are very different than what residential buyers pay for. When compared to the many other OPAV farm parcels sold, you should see that our property is actually a lower grade farm in several ways. It is hilly, has small fields, more than half the acreage is forested, steep, or otherwise untillable. It came with functionally/economically obsolete small dairy infrastructure. Most profitable farm enterprises cannot be operated on our land or out of our buildings. We've adapted the farm to support a diversified orchard, vegetable, hay, and pasture raised meat operation. These are low-profit farms. You will find our farm's characteristics are correlated with low farm values when you examine the comparable OPAV sales we present.

Here is a map of our property and the key statistics:

- 87.1 acres total, but only ~38 acres is level, prime or statewide soils suitable for tillage and these are spread between 9 small fields of irregular shapes, the largest of which is only ~7 acres.
- ~12,000 sf of actively used/functional farm buildings, plus ~16,500 sf of hoophouse space.
- 2 dwellings of average grade and condition, 2070sf and 2627 sf.
- Covered by a UVLT easement on the Upper Parcel, a Vermont Land Trust easement on the lower parcel, and a Vermont Land Trust OPAV on the entirety – a cumbersome double easement.
- Not in an area of intense competition for land among farms.
- Infrastructure adapted from functionally obsolete dairy to diversified farm focusing on producing food for the local community.



Google earth street view, soils map, and easement maps.

4. Comparable OPAV Sales

As directed by the VT Department of Taxes guide for valuing conserved properties we set out to find comparable sales of OPAV-protected properties. The Vermont Land Trust maintains a statewide list of OPAV-protected property sales and sale prices. The listers obtained this data last year and entered it into evidence during our BCA hearing. We got an updated version this year from Donna Foster at VLT. The raw data is attached as Appendix C.

We analyze the statewide OPAV sales from Jan. 1, 2023 to July 1, 2026 (the most recent available). We first checked and verified the list. We removed sales for no consideration, then verified the sales indicated against the official Vermont Property Transfer Tax records,[6] verified sales against town land records[7], found the parcels in the VT state parcel database viewer[8], looked up the parcels on google maps, including street view, and, in one case, checked on a sale by calling the buyers directly[9]. This thorough verification process mirrors that which would be undertaken by a qualified appraiser before using sales as comparable. The process resulted in one revision of the data[10] and one note.[11] All properties are subject to an OPAV, though some have portions of the parcel excluded (no portion of our 87.1 acre property is excluded.) The verified data is presented on the next page. We group and color the sales into sales of bare land,[12] sales of land that includes a dwelling and minor farm buildings, and sales of land that include a major farm headquarters consisting of 10,000+sf of agricultural buildings in active use and one or more dwellings. Ultimately all are treated the same, but this process helps us understand what characteristics are creating OPAV farm value. Farms over 250 acres are included as a fourth category, but not analyzed further as they are not comparable to our 87.1 acre property and frequently included very, very large infrastructure. Detailed information on the properties from this verification process is included in Appendix D. Please look at it several of these comparable sales so you can understand the characteristics of OPAV farms being sold and how they compare to ours (bottom of table in red shading). We think it will be apparent to you that many of the large farm headquarters parcels are superior to our farm in almost every way.

We also estimated the open tillage acreage for each parcel using GIS, noted the soil quality using the ANR Natural Resources Atlas soils map[13], mapped the total footprint of agricultural buildings using GIS,

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[6] All sales appeared in Property Transfer Tax Records as accessed under subscription in VT Real Estate Sales Data website https://www.vermontrealestatesales.net/subscriber/login/form.cfm
[7] https://vmcta.org/Vermont_Land_Records_Online
[8] https://experience.arcgis.com/experience/b5a5cc7663c84761a305f70b913e1a60
[9] 3856 Berkshire Center Road verified by calling Brouillette Farms.
[10] Sale price of 3856 Berkshire Center Road was changed from $1,581,250, to $500,000. Multiple properties changed hands between the buyer and seller on the same day as part of a larger transaction. Brouillette Farms confirms that the values entered on the property transfer tax forms were inadvertently swapped between the OPAV property at 3856 Berkshire Center Road and the non-OPAV farm headquarters property at 2315 North Road Berkshire VT. Note that the Listers presented this erroneous sale value as a comparable to our property last year.
[11] We also flag the sale of 2188 Baldwin Road Hinesburg VT as a problematic comparable. It sold from the same seller to the same buyer on the same day as a similar sized abutting OPAV parcel, which sold for $300,000. The breakdown in price between the parcels may be arbitrary, as these are not independent sales. The buyer was also an abutter, and the higher priced parcel had a personal right of first refusal to a 3rd party while the other parcel did not. We present this sale anyhow but note that it is an outlier and should be seen as a flawed comparable. We feel the values implied by the two concurrent sales are best averaged in the sales comparison table and we show this.
[12] which in a few cases including derelict or functionally obsolete farm buildings
[13] https://anrmaps.vermont.gov/websites/anra5/

classified the farm buildings as modern/economically usable or functionally obsolete/derelict based on whether they are currently in use (as apparent in aerial imagery and Google streetview), and noted the number of dwellings included in the sale and any available information on the size/condition of the dwellings. When known, we noted if a portion of the property was excluded from the OPAV.

Full table of verified OPAV Sales 2023-2026

Type	Seller	Buyer	Address	SPAN	Sale Price	Date	Acreage	Price/Acre	Town	County	Median Household Income in Town	Open Tillage (acres)	Price Per Tillage Acre	Active Agricultural Buildings Footprint (sf)	Greenhouses/Plastic Structures Footprint	Dwellings	Notes
Land Only	LEWISHOLM VALLEY FARM, INC.	RUPERT VALLEY HOLSTEINS, LLC	100 SAWMILL ROAD	465-147-10404	$62,500.00	4/30/2024	13.4	$4,664.18	Pawlet	Rutland	$72,392.00	12.7	$4,909.66			0	
Land Only	Mark and Lauri Boyden	Lamoille River Farm LLC	VT ROUTE 15 "FULLER FIELD"	123-038-10152	$200,000.00	4/10/2024	25	$8,000.00	Cambridge	Lamoille	$97,207.00	22.5	$8,888.89			0	
Land Only	Mark and Lauri Boyden	Lamoille River Farm LLC	22 CLEARY ROAD "BURNOR FIELD"	210-068-10199	$200,000.00	4/10/2024	25	$8,000.00	Fairfax	Franklin	$113,580.00	24.5	$8,163.27			0	
Land Only	LOTTA-VU FARM LLC	B. DANYOW FARM, LLC	1849 WALKER ROAD and Tuppers Crossing,	228-073-10177	$120,000.00	5/22/2025	46.58	$2,576.21	Ferrisburg	Addison	$112,305.00	32.6	$3,680.30			0	
Land Only	Christopher Fay	Allan and Scott Forbes LLC	VT ROUTE 102	270-085-10333	$258,132.00	9/18/2023	59.91	$4,308.66	Guildhall	Essex	$96,236.00	27.0	$9,574.81			0	
Land Only	Matthew and Laura Baldwin	GEVRY FARMS VI, LLC	0 Drinkwater Rd	294-093-10067	$300,000.00	1/17/2025	73	$4,109.59	Hinesburg	Chittende	$121,964.00	69.4	$4,325.88			0	
Land Only	Cesario	Chittenden	635 CLARK RD Cornwall VT	162-051-10115	$320,000.00	5/26/2023	97.2	$3,292.18	Cornwall	Addison	$115,305.00	65.0	$4,923.08			0	
Land Only	Amanda Helali	Evan Roe	127 BOBBINSHOP ROAD	141-044-10148	$175,000.00	3/17/2026	124	$1,411.29	Chelsea	Orange	$77,542.00	74.4	$2,352.15			0	
Land Only	Cesario	Chittenden	ROUTE 74 Cornwall VT	162-051-10750	$125,000.00	5/26/2023	125.1	$999.20	Cornwall	Addison	$115,305.00	43.8	$2,854.86			0	
Land Only	Kerrilee A Lussier and Paul M Lussier	Walter R Ranchinsky	~1574 MILL POND ROAD	054-061-10528	$270,000.00	4/7/2023	150.12	$1,798.56	Benson	Rutland	$71,015.00	86.0	$3,139.53			0	
Land Only	FAIRMONT FARM, INC.	FAIRMONT DAIRY, LLC	Center Road (near Dodge Rd) East Montpelier	195-062-10783	$460,800.00	11/17/2023	173	$2,663.58	East Mont	Washingt	$113,736.00	86.5	$5,327.17			0	
Land Only	Scott and Heather Lefoll	Matthew Linehan	395 VT Rt 102	372-115-10019	$279,500.00	5/31/2024	182.78	$1,529.16	Maidstone	Essex	$79,361.00	54.8	$5,097.20	4000	3000	0	
Land + Dwelling	Whitney estate	Whitney Family Farm LLC	357 GUILMETTE ROAD	516-162-10339	$150,000.00	1/18/2023	49	$3,061.22	Richford	Franklin	$61,205.00	31.0	$4,838.71			1	
Land + Dwelling	Joan and Craig Wortman	John and Katherine Roe	2925 VT RT 14 SOUTH	507-159-12618	$230,000.00	11/18/2024	96	$2,395.83	Randolph	Orange	$82,637.00	30.0	$7,666.67			1	
Land + Dwelling	ROGER BEAULIEU	ALLEN CUTTING	3983 RT 5	312-099-10021	$275,000.00	3/25/2026	115	$2,391.30	Irasburg	Orleans	$68,997.00	57.0	$4,824.56			1	
Land + Dwelling	AG VENTURE FINANCIAL SERVICES,	DAN MILLER	1145 EVANSVILLE ROAD	102-032-10505	$375,000.00	5/21/2026	121.1	$3,096.61	Browningt	Orleans	$63,001.00	51.0	$7,352.94			1	
Land + Dwelling	Adam R and Heather D Moulton	Mattie R Kauffman and Benjiman A Shetler	509 DUTTON BROOK LANE	102-032-10464	$250,000.00	8/11/2023	133.9	$1,867.06	Browningt	Orleans	$63,001.00	49.0	$5,102.04	7000		1	
Land + Dwelling	KOLOSKI MISTY-ANNE	ELAM AND REBECCA	2689 #12 road (3466-3808 Vermont Rte 100)	438-137-10807	$385,000.00	10/17/2023	135.7	$2,837.14	Newport T	Orleans	$68,174.00	44.0	$8,750.00	4500		1	
Land + Dwelling	FAIRMONT FARM, INC.	FAIRMONT DAIRY, LLC	4458 US ROUTE 2 (PARCELS 6, 9)	195-062-10335	$350,200.00	11/17/2023	161	$2,175.16	East Mont	Washingt	$113,736.00	65.0	$5,387.69			1	
Land + Dwelling	THOMPSON-ATHERTON KARIE	WAIBEL JOHANNES and GERTRAUD	3856 BERKSHIRE CENTER ROAD	057-017-10169	$500,000.00	3/5/2024	161.4	$3,097.89	Berkshire	Franklin	$81,284.00	74.0	$6,756.76			1	~half excluded
Land + Dwelling	Bennett Lila	Young View Land Holdings LLC	80 King Place, Glover VT	243-077-10825	$600,000.00	4/30/2024	188.42	$3,184.38	Glover	Orleans	$73,180.00	96.0	$6,250.00			1	5 and 8.5 acre exclusions
Farm Headquarte	Matthew Baldwin	GEVRY FARMS VI, LLC	2188 Baldwin Road	294-093-12195	$800,000.00	1/17/2025	76	$10,526.32	Hinesburg	Chittende	$121,964.00	58.0	$13,793.10	12000	0	1	
Farm Headquarte	RJ Fournier and Sons Farm Inc	Longway Brothers LLC	101 CAMPBELL BAY RD	639-201-10247	$800,000.00	12/20/2023	114	$7,017.54	Swanton	Franklin	$86,118.00	101.0	$7,920.79	22000	7000	2	
Farm Headquarte	SCUTTLESHIP FARM, LLC	ITG CAPITAL L.P.	81 Basin Harbor Road, Panton VT	462-146-10085	$808,000.00	7/8/2025	120	$6,733.33	Panton	Addison	$104,226.00	86.0	$9,395.35	30000		1	
Farm Headquarte	Robert and Joanne Bathalon	Sebastien Latraverse	3809 VT ROUTE 1O0	717-228-10027	$610,000.00	7/9/2024	162	$3,765.43	Westfield	Orleans	$83,163.00	88.0	$6,931.82	17000		1	
Farm Headquarte	John Barabe	ST. PIERRE BROTHERS, LLC	1276 POTATO Hill road LOT 1, 3, PORTION OF	057-017-10020	$918,000.00	6/4/2025	188.31	$4,874.94	Berkshire	Franklin	$81,284.00	150.0	$6,120.00	19000		2	
Farm Headquarte	Loretta and Lee Devino	Awt, Inc and Jacob Turner	225 NORTH ROAD	396-123-10953	$850,000.00	9/17/2024	206.36	$4,119.02	Milton	Chittende	$100,343.00	125.0	$6,800.00	15000		1	
Farm Headquarte	Matthew and Laura Baldwin	GEVRY FARMS V, LLC	3817 STATES PRISON HOLLOW ROAD	399-124-10193	$1,200,000.00	1/17/2025	230.25	$5,211.73	Monkton	Addison	$111,264.00	195.0	$6,153.85	9000	9000	1	
>250acre	Hatch	Vorsteveld Farm LLP	4530 JERSEY STREE	462-146-10299	$700,000.00	1/12/2023	283	$2,473.50	Ferrisburg	Addison	$112,305.00					2	
>250acre	Jamie Rivers and Laura Clark	Davita E and Micah G Lawson	5404 VT Rt 100 Troy VT	654-206-10486	$1,215,000.00	8/25/2023	358.7	$3,387.23	Troy	Orleans	$59,163.00					3	
>250acre	Kinross, LLC	Ripken Jenny, LLC	114 TAYLOR ROAD	264-083-10908	$1,520,000.00	12/20/2024	415.6	$3,657.36	Greensbor	Orleans	$75,119.00					5	
>250acre	Katherine Cadreact	John Hayes	249 CADREACT ROAD	396-123-10571	$475,000.00	9/20/2023	469	$1,012.79	Milton	Chittende	$100,343.00					1	
>250acre	Audet	Lucas	MT INDEPENDENCE ROAD, BASCOM ROAD	459-145-10036	$2,111,180.00	12/5/2023	582.87	$3,622.04	Orwell	Addison	$74,772.00					2	
>250acre	dubois farm inc	Wood Brothers Land Company, LLC	Addison multiple	Multiple	$8,898,260.00	12/27/2023	1174	$7,579.44	Addison	Addison	$94,595.00					multiple	
Farm Headquarte	Norah Lake and Chris Polashenski	NA	97 Kerwin Hill Road (entire OPAV-Protected Property)	Multiple	$293,000	7/16/2012	87.1		Norwich/ Thetford	Windsor / Orange		38.0		12000	16500	2	
Land + Dwelling	Norah Lake and Chris Polashenski	NA	97 Kerwin Hill Road (subject sub-parcel)	450-142-13213			21.19		Norwich	Windsor		16.5		2827	0	1	

5. Analysis of Comparable OPAV Sales

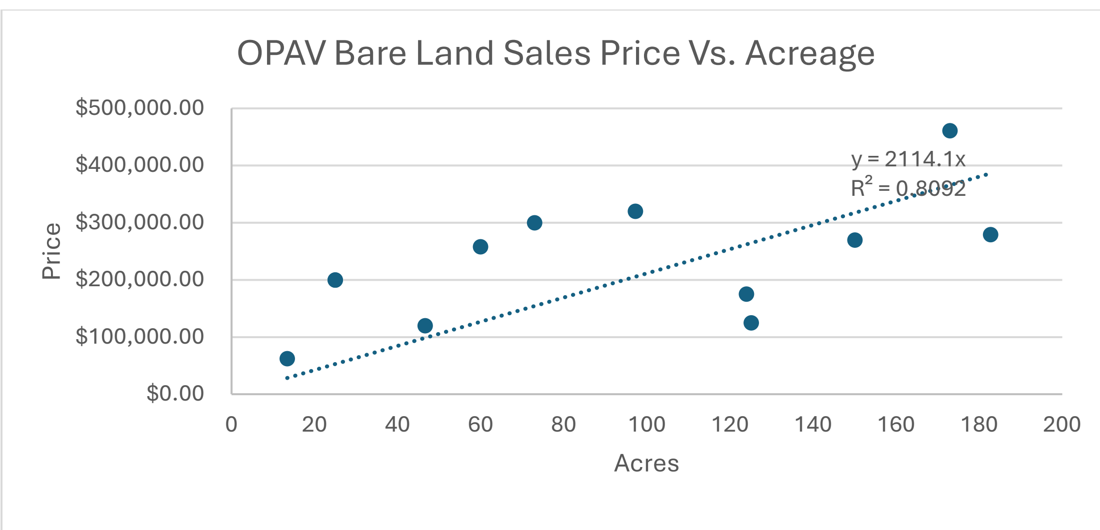
We analyze ALL OPAV sales of properties less than 250 acres from Jan. 1, 2023 – July 1 2026, as provided by VLT, as comparable sales. No sales are excluded. We first plot the data in several ways to illustrate patterns. We then analyze the data to establish the contributory value of land, farm buildings, and dwellings to OPAV farm sales using multivariate analysis.

Key findings:

-Farmers buying OPAV properties pay much more for better farmland (~8x)
-Farmers value large, modern, operational farm infrastructure that can produce income
-Farmers place little to no value on functionally obsolete farm infrastructure (e.g. small dairy barns)
-Farmers place little value (~$70,000 per dwelling) on dwellings on OPAV properties.
-Large OPAV farms obviously sell for far, far less than their infrastructure and land cost to assemble.
-Farmland in areas with multiple large, profitable farms competing for land is more expensive
-There is no relationship between farm prices and town median household income.
-There is a strong relationship between farm prices and farm profitability. Windsor county is ranked 13th of 14 Vermont counties in both – farms are less valuable here.

Collectively these findings are exactly what we would expect for business assets: they are valued based on their ability to produce income. Below we support these findings by analysis of the data.

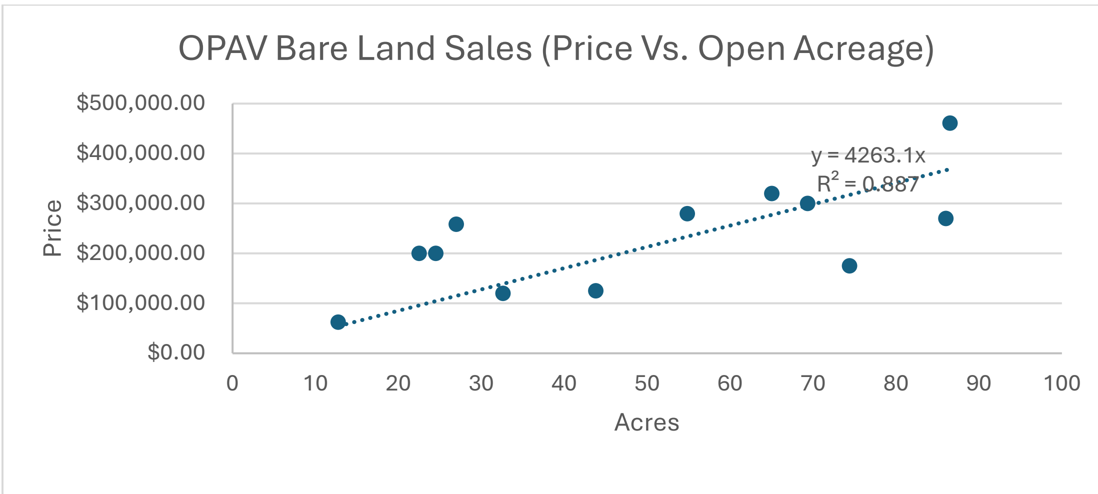
Sales of Bare Land[14]



- Above we plot the sales price of bare land vs acreage. There is a strong correlation.
- Price of bare OPAV land varied from $999.20/acre to $8,000/acre.
- The average price is $2114.1/acre.

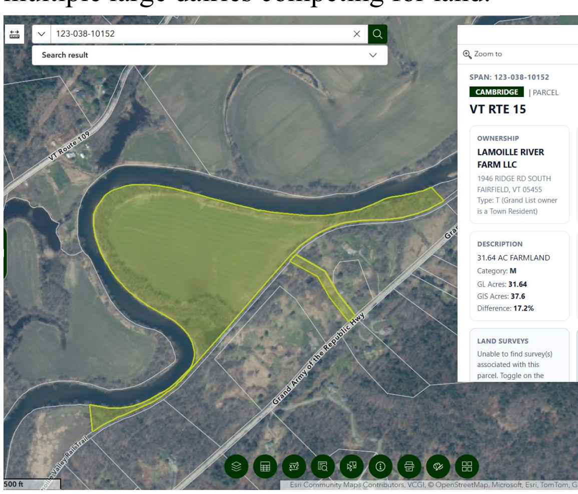
[14] Includes a few properties with functionally obsolete and derelict farm buildings that don't contribute meaningfully to value.

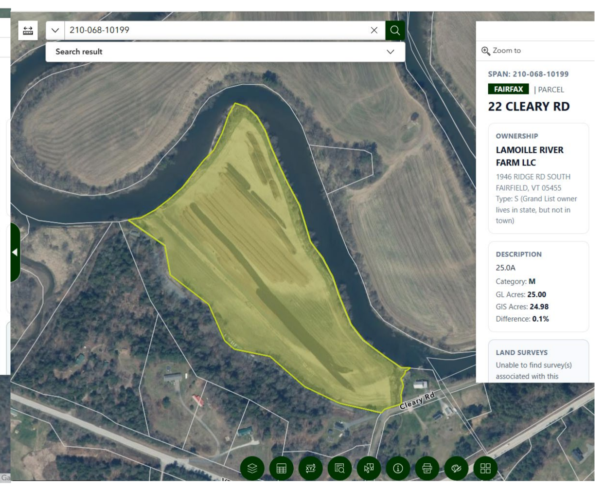
- The price per *__acre of open farmland__* (i.e. ignoring forest or swampland) in the sale varies from $2,352 to $9,574. The average price is $4,045/open acre. This is a factor of ~4 range, rather than a factor of ~8 range in total acreage and there is a closer correlation (second chart below).
- We conclude that farmers are valuing open, farmable land, at a much higher rate than total acreage, and that it has a higher influence on the price paid. (This is not surprising). Correlation between price and open land (tillage) acreage is also much stronger. (see plot below)
- The highest prices per acre are for prime agricultural soils in large fields (20+ acres in size), in areas close to multiple large dairy farm headquarters, even with no development rights retained.
- Some other parcels include retained farm housing or farmstead development envelope rights.



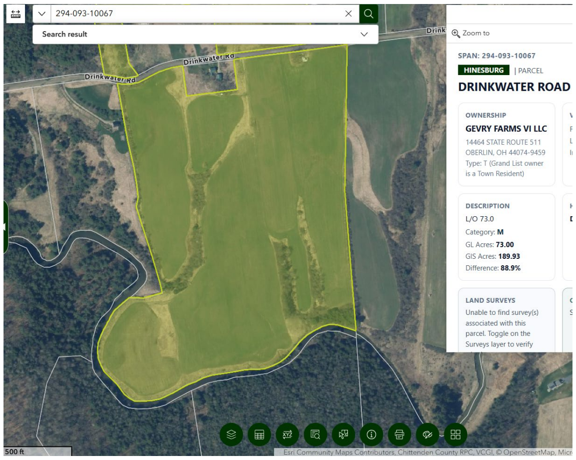
__Examples:__

Top priced parcels: $8000/acre. Corn land. Floodplain bottomland soils, 20+ acre fields, in an area of multiple large dairies competing for land.

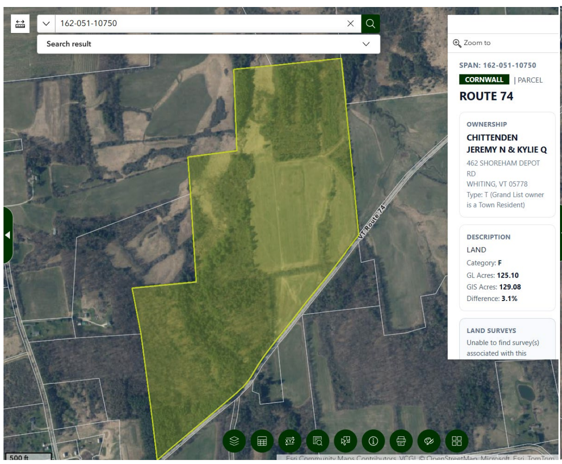


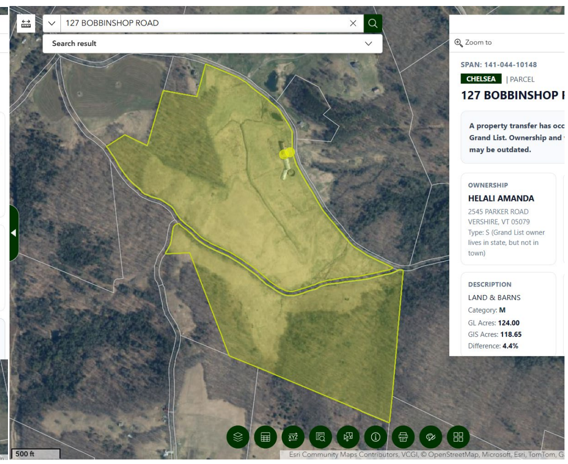


Mid-level parcel: $4109/acre. Quality statewide soils, lower competition area, almost all open.



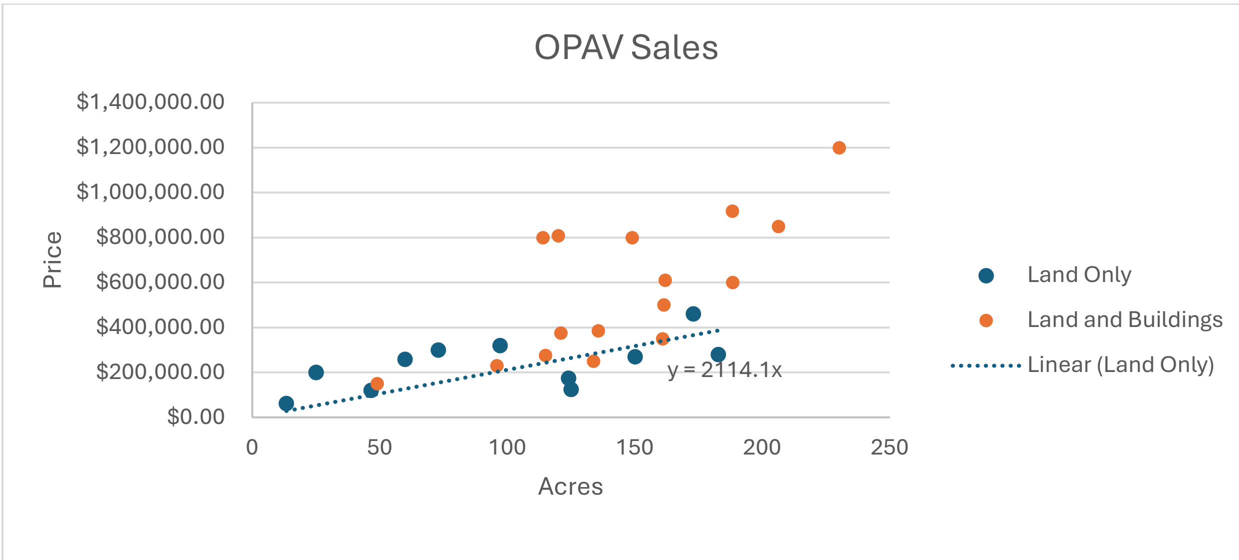
Lowest Priced Parcels: $1411/acre (left) and $999/acre right. Areas of low farm competition, land 30-50% unusable/forest, poorer soils, wet spots, smaller field sizes, irregular shapes. Note the resemblance to our land.



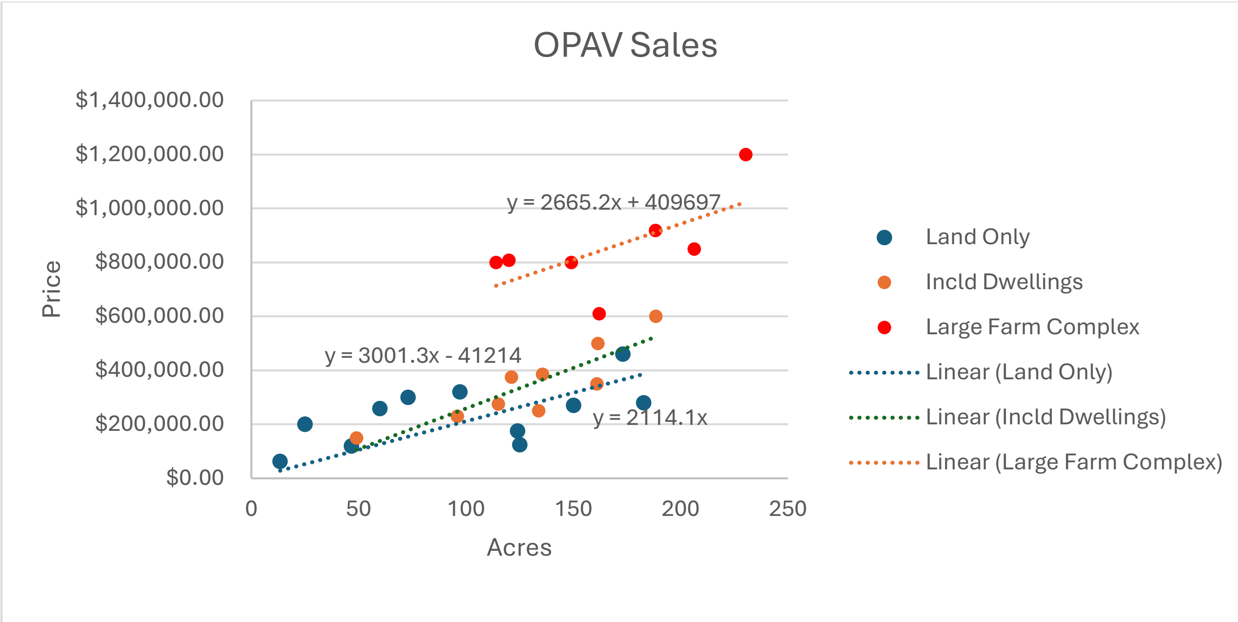


<u>OPAV Farm properties with Dwellings and/or Functional Farm Buildings</u>

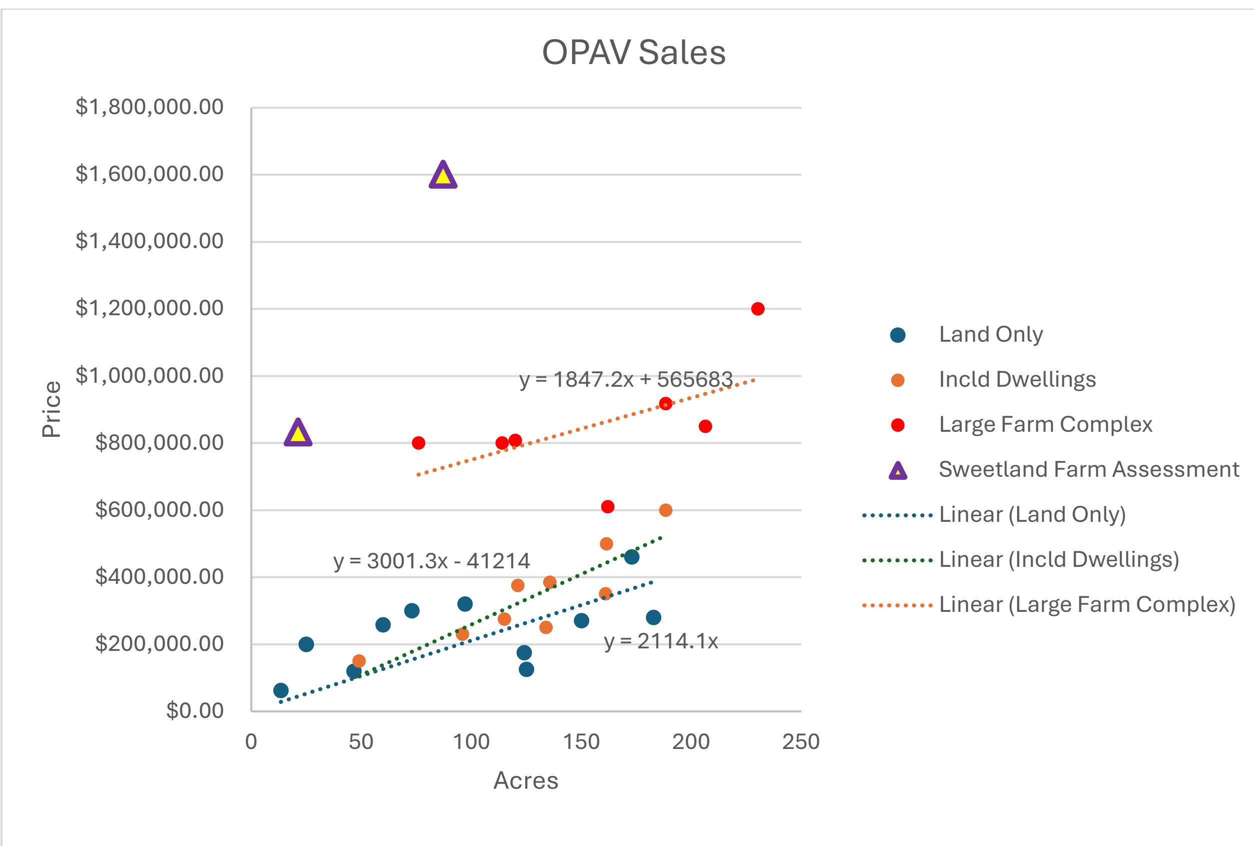
- Plotting price paid vs. acreage and including sales that include houses and farm complexes (orange dots) shows what value the buildings add. Sales with useful infrastructure should be above the land-only trendline. Most are.
- Looking at the data, however, there are really two groups… Orange dots that are mingled in with the blue dots (whatever improvements there are don't have a large impact on value) and there are those which are well separated (improvements are valuable)



- Next we color red all of the sales which included a large, modern farm operation headquarters (extensive barns etc. totaling 10,000 sf+ in active use) from those that included only a dwelling and small, functionally obsolete, or derelict barns.
- We can quickly see that the exceptionally valuable properties ($600k-1.2M) are ***<u>all</u>*** properties with ***<u>extensive</u>*** farm infrastructure, typically large dairy headquarters supporting hundreds of head of cows, with multi-million dollar investments in 10,000-50,000+ square feet of infrastructure.
- Properties with only dwellings and obsolete farm infrastructure (orange) are clustered along the land-only pricing line, indicating the dwellings alone add little value.
- Please review the comparable sales descriptions for the headquarters properties at the start of Appendix D to see just how large these are – in many cases they are several fold larger than our operation in both land base and farm infrastructure.



- We can add our current assessment on the chart for the whole 87.1 acre property and for the 21.19 acre subject sub-parcel. It is obvious that it is out of line of the sales data. Note scale change. Our current assessment is wrong.



6. Sales Comparison and Adjustment

We use a simple multivariate fit to determine the contributions of various property attributes to the value of the sales. The fit finds the per-unit contribution of value from each variable that results in the overall best fit to the sales data. The resulting values are below:

Variable	**Value per unit**
Tillage Acres	$4,438.00
Non-Tillage Acres	$82.00
Active Farm Building Footprint (sf)	$9.40
Active Farm Greenhouses and Plastic Structures (sf)	$7.20
Number of Dwellings (ea)	$71,200.00

Next we adjust each comparable sale price by these fixed values to determine an "Indicated Value" of the 87.1 acre Sweetland Farm OPAV subject property. The process is simple. For example, a comparable sale which had 1 more acre of tillage than the subject property would have its sales price reduced by the value of 1 tillage acre (sales price-$4,438) to arrive at an "Indicated Value". This is the typical process used to adjust comparable sales in an formal appraisal. We treat all OPAV sales less than 250 acres as comparable sales. Tables showing the adjustments are on the next page. All but 2 sales resulted in Indicated Values for our 87.1 acre OPAV farm between $400,000 and $700,000. **The average Indicated Value is $568,375. This is the correct valuation for our entire 87.1 acre OPAV property.**

The 21.19 acre subject property of the appeal (05.095.400) is a portion of this and can be valued as follows using the component values. This table reflects our request for the BCA assessment:

		05.095.400
Item	**Unit Value**	**Extended Value**
Dwelling	$51,200.00	$51,200
2 acres	$20,000.00	$20,000
Farm Buildings (4300sf)	$9.40	$40,420
Tillage (16.5 acre)	$4,438.00	$73,227
Excess acreage (2.69 acre)	$82.00	$221
	Total	$185,068

Land Sales

Address	100 SAWMILL ROAD	VT ROUTE 15 "FULLER FIELD"	22 CLEARY ROAD "BURNOR FIELD"	1849 WALKER ROAD	VT ROUTE 102	0 Drinkwater Rd	635 CLARK RD Cornwall VT	127 BOBBINSH OP ROAD	ROUTE 74 Cornwall VT	~1574 MILL POND ROAD	Center Road East Montpeiler	395 VT Rt 102		97 Kerwin Hill Road (entire OPAV-Property)	97 Kerwin Hill Road (subject sub-parcel)
Town	Pawlet	Cambridge	Fairfax	Ferrisburgh	Guildhall	Hinesburg	Cornwall	Chelsea	Cornwall	Benson	East Montpe	Maidstone		Norwich/ T	Norwich
County	Rutland	Lamoille	Franklin	Addison	Essex	Chittenden	Addison	Orange	Addison	Rutland	Washington	Essex		Windsor/ C	Windsor
Date	4/30/2024	4/10/2024	4/10/2024	5/22/2025	9/18/2023	1/17/2025	5/26/2023	3/17/2026	5/26/2023	4/7/2023	11/17/2023	5/31/2024		########	
Acreage	13.4	25	25	46.58	59.91	73	97.2	124	125.1	150.12	173	182.78		87.1	21.19
Open Tillage (acres)	12.73	22.5	24.5	32.606	26.9595	69.35	65	74.4	43.785	86	86.5	54.834		38	16.5
Active Farm Buildings (sf)	0	0	0	0	0	0	0	0	0	0	0	4000		12000	4300
Active Plastic Buildings (sf)	0	0	0	0	0	0	0	0	0	0	0	3000		16500	0
Dwellings	0	0	0	0	0	0	0	0	0	0	0	0		2	1
Sale Price	$62,500	$200,000	$200,000	$120,000	$258,132	$300,000	$320,000	$175,000	$125,000	$270,000	$460,800	$279,500		$293,000	N/A

Adjustments

Open Acreage	$112,148	$68,789	$59,913	$23,939	$48,998	-$139,131	-$119,826	-$161,543	-$25,674	-$213,024	-$215,243	-$74,709
Excess Acres	-$3,971	-$3,821	-$3,985	-$2,880	-$1,324	-$3,727	-$1,386	$41	$2,642	$1,232	$3,067	$6,465
Active Farm Buildings	$112,800	$112,800	$112,800	$112,800	$112,800	$112,800	$112,800	$112,800	$112,800	$112,800	$112,800	$75,200
Active Plastic Structures	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$97,200
Dwellings	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400	$142,400
Indicated Value of Subject Parcel	$544,677	$638,968	$629,928	$515,058	$679,805	$531,142	$572,788	$387,498	$475,968	$432,208	$622,624	$526,056

Land + Dwelling Sales

Address	357 GUILMETTE ROAD	2925 VT RT 14 SOUTH	3983 RT 5	1145 EVANSVILL E ROAD	509 DUTTON BROOK LANE	2689 #12 Road	4458 US ROUTE 2	3856 BERKSHIR E CENTER ROAD	80 King Place, Glover VT		97 Kerwin Hill Road (entire OPAV-Property)	97 Kerwin Hill Road (subject sub-parcel)
Town	Richford	Randolph	Irasburg	Browningtor	Brownington	Newport Tow	East Montpeli	Berkshire	Glover		Norwich/ Th	Norwich
County	Franklin	Orange	Orleans	Orleans	Orleans	Orleans	Washington	Franklin	Orleans		Windsor/ Or	Windsor
Date	1/18/2023	11/18/2024	3/25/2026	5/21/2026	8/11/2023	10/17/2023	11/17/2023	3/5/2024	4/30/2024		7/16/2012	
Acreage	49	96	115	121.1	133.9	135.7	161	161.4	188.42		87.1	21.19
Open Tillage (acres)	31	30	57	51	49	44	65	74	96		38	16.5
Active Agricultural Buildings Footprin	0	0	0	0	7000	4500	0	0	0		12000	4300
Greenhouses/Plastic Structures Foo	0	0	0	0	0	0	0	0	0		16500	0
Dwellings	1	1	1	1	1	1	1	1	1		2	1
Sale Price	$150,000	$230,000	$275,000	$375,000	$250,000	$385,000	$350,200	$500,000	$600,000		$293,000	N/A

Adjustments

Open Acreage	$31,066	$35,504	-$84,322	-$57,694	-$48,818	-$26,628	-$119,826	-$159,768	-$257,404
Excess Acres	-$2,550	$1,386	$730	$1,722	$2,936	$3,493	$3,846	$3,141	$3,552
Active Farm Buildings	$112,800	$112,800	$112,800	$112,800	$47,000	$70,500	$112,800	$112,800	$112,800
Active Plastic Structures	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800	$118,800
Dwellings	$71,200	$71,200	$71,200	$71,200	$71,200	$71,200	$71,200	$71,200	$71,200
Indicated Value of Subject Parcel	$481,316	$569,690	$494,208	$621,828	$441,118	$622,365	$537,020	$646,173	$648,948

Farm Headquarters Sales

Address	2188 Baldwin Road	101 CAMPBELL BAY RD	81 Basin Harbor Road	3809 VT ROUTE 100	1276 POTATO Hill	225 NORTH ROAD	3817 STATES PRISON HOLLOW ROAD		97 Kerwin Hill Road (entire OPAV-Property)	97 Kerwin Hill Road (subject sub-parcel)
Town	Hinesburg	Swanton	Panton	Westfield	Berkshire	Milton	Monkton		Norwich/ Th	Norwich
County	Chittenden	Franklin	Addison	Orleans	Franklin	Chittenden	Addison		Windsor/ O	Windsor
Date	1/17/2025	12/20/2023	7/8/2025	7/9/2024	6/4/2025	9/17/2024	1/17/2025		7/16/2012	
Acreage	76	114	120	162	188.31	206.36	230.25		87.1	21.19
Open Tillage (acres)	58	101	86	88	150	125	195		38	16.5
Active Agricultural Buildings Footprin	12000	22000	30000	17000	19000	15000	9000		12000	4300
Greenhouses/Plastic Structures Foo	0	7000	0	0	0	0	9000		16500	0
Dwellings	1	2	1	1	2	1	1		2	1
Sale Price	$800,000	$800,000	$808,000	$610,000	$918,000	$850,000	$1,200,000		$293,000	N/A

Adjustments

Open Acreage	-$88,760	-$279,594	-$213,024	-$221,900	-$497,056	-$386,106	-$696,766
Excess Acres	-$2,550	-$2,960	-$1,238	$2,042	-$885	$2,645	-$1,136
Active Farm Buildings	$0	-$94,000	-$169,200	-$47,000	-$65,800	-$28,200	$28,200
Active Plastic Structures	$118,800	$68,400	$118,800	$118,800	$118,800	$118,800	$54,000
Dwellings	$71,200	$0	$71,200	$71,200	$0	$71,200	$71,200
Indicated Value of Subject Parcel	$898,690	$491,846	$614,538	$533,142	$473,059	$628,339	$655,498

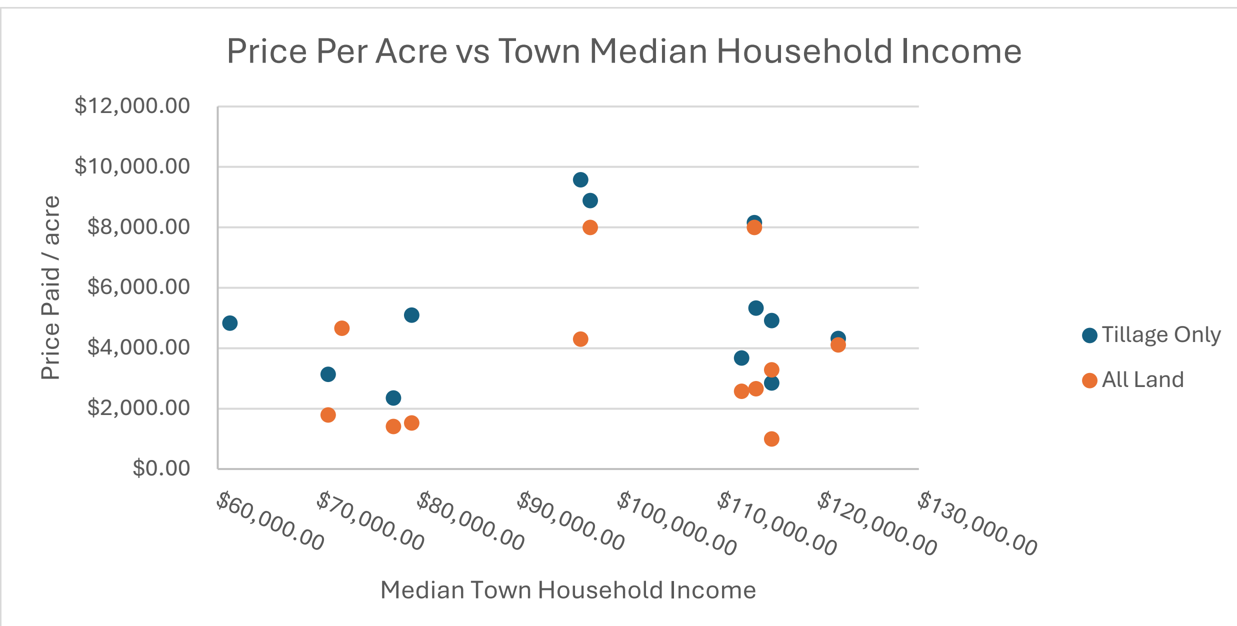
Indicated Value of OPAV Property	$568,375
Indicated Value of Subject Parcel	$185,068

There is no evidence of a "wealthy town premium" for OPAV sales

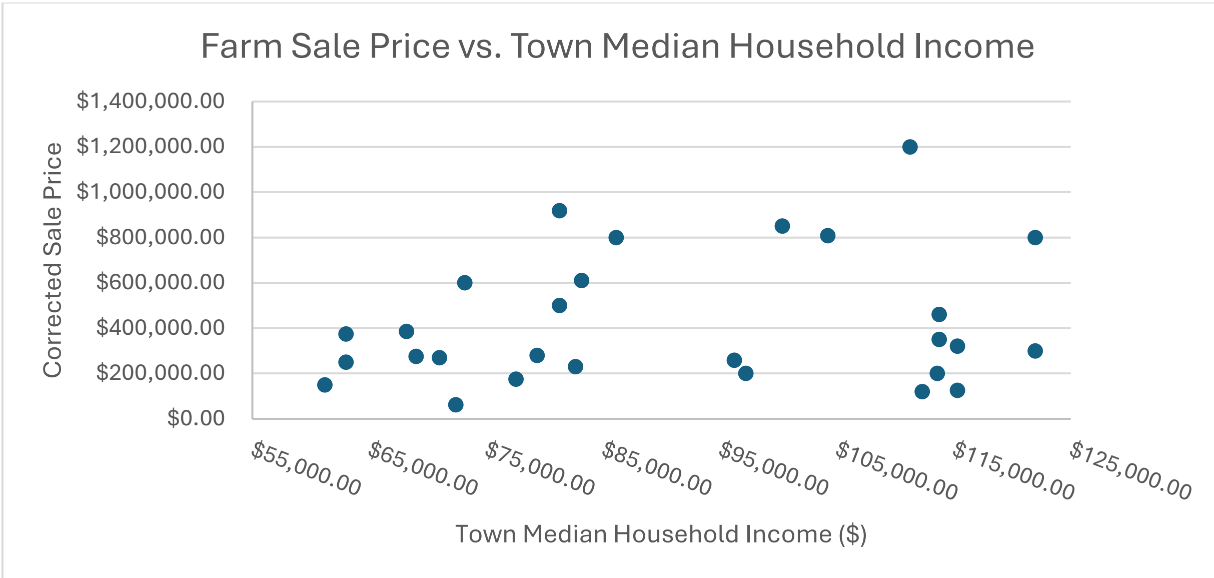
The data does not support a hypothesis that agricultural value is tied to town wealth (as regular home prices are). Norwich OPAV farm properties will therefore not be more expensive than the state average. Any argument suggesting that our farm is worth more because it is in Norwich should be dismissed unless evidence can be presented to the contrary. We can demonstrate our position on this in several ways with the data.

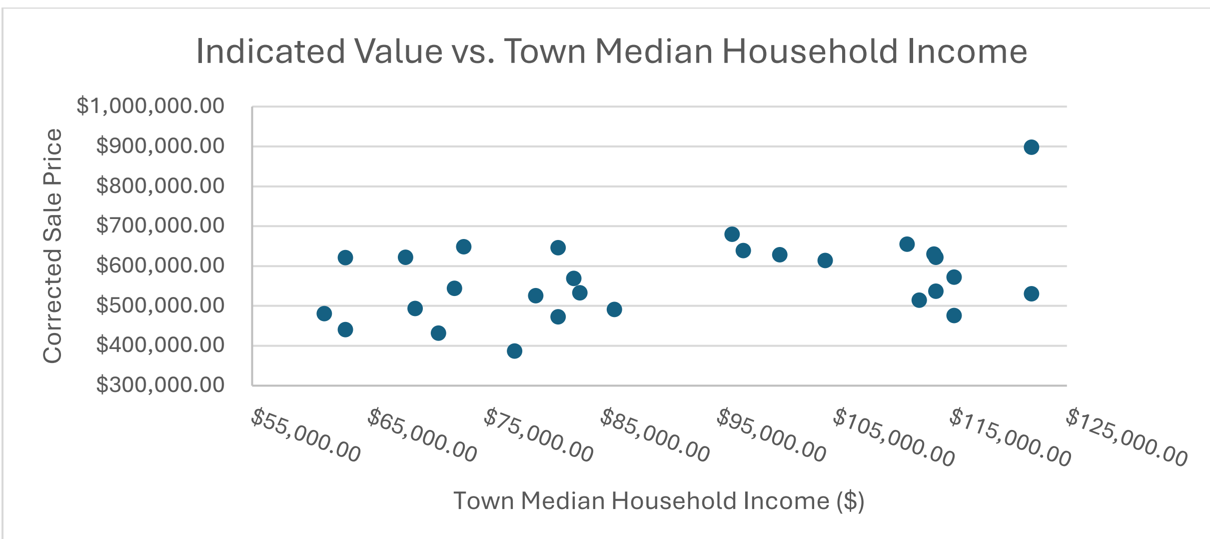
1. There is no significant correlation between price paid per acre in bare land sales and town median household income[15], regardless of whether you use tillage acreage or total acreage. (R^2 value = 0.02 and 0.04, respectively) (First figure below)
2. There is no significant correlation between overall farm sale price and town median household income (R^2 value = 0.038) (Second figure below)
3. Since the correction values used to determine indicated value were fixed for all sales statewide, if there was a premium being paid in wealthier towns we would expect to see a correlation between the Indicated Value and the town wealth. However, there is no significant correlation between the Indicated Value determined from sales and town median household income. (R^2 value = 0.16) (third figure below)

There is no evidence in the OPAV sales data that farms in wealthy towns are selling for more money. No upward adjustment for the location of our farm in a wealthy town is warranted.



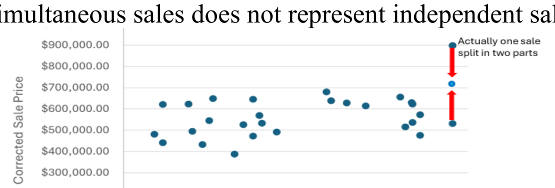
[15] As downloaded from the VT Tax department 2023 return data. Original Source: https://tax.vermont.gov/document/statistics-income-tax-family-2023-xls





[16]

[16] Note that the one outlying Indicated Value at the right of the plot is actually coming from the sale at 2188 Baldwin Road which we flagged during verification. The point below it is coming from the simultaneous sale of the abutting OPAV property at Drinkwater Road. They should probably be averaged, since the split in valuation between these simultaneous sales does not represent independent sales. That would look like this:



There is no meaningful impact on our results.

There IS evidence for a sale premium in areas with more profitable farms competing for land.

(Norwich is not a competive farm area.)

The USDA Census of agriculture summary, provided in Appendix E,[17] reports on the average market value of farms by county in Vermont. While this data is is not restricted to OPAV farms, it shows that farms in the leading farming counties (Franklin, Addison, Orleans) average almost twice as valuable as those in the least active farming counties (Caledonia, Windsor, Windham). The farm values closely track farm net income[18]. Windsor county, where our farm is located, is ranked #13 of 14 by most measures of VT agriculture, including average farm value ($595k) and average farm net income (only $4,000). Franklin County ranks #1, with average farm value of over $1M, and average net income of $127,000. Farms there are more valuable because they are more profitable and there are more profitable farms in operation with earnings that make them able to compete for land, driving prices up.

We note that ALL 12 farms in the OPAV sales records that sold for more than $500,000 were in one of the top 6 agricultural counties in VT, again Windsor is #13.

The sales of OPAV farms in the 7th-14th ranked Farm Value counties averaged only $249,785, compared to the statewide sales average of $424,004. This is consistent with the ratio of values in the Census of Agriculture data.

The average Indicated Value from the adjusted comparable sales in only these 7th-14th ranked counties is lower than using all OPAV sales in the state: $533,240 vs $568,374.

We feel we would be justified in requesting a lower valuation for our property accordingly, but also note that the farms sales in these counties are less comparable to ours, as they typically have less infrastructure also. We are content requesting our farm be valued based on the statewide average Comparable OPAV Sales, but note that it is a “high” estimate.

[17] https://www.nass.usda.gov/Publications/AgCensus/2022/Full_Report/Volume_1,_Chapter_2_County_Level/Vermont/st50_2_001_001.pdf

[18] County level data Census of Agricultura Data: Average farm value by county ranking: 1 Franklin ($1,005,877), 2 Addison, 3 Orleans, 4 Grand Isle, 5 Essex, 6 Chittenden, 7 Orange, 8 Lamoille, 9 Rutland, 10 Bennington, 11 Washington, 12 Caledonia, 13 Windsor ($595,000), 14 Windham

Conclusions:

-Our property must be valued based on its OPAV status.

-We presented extensive analysis of many comparable OPAV sales.

-The town's assessment of our property cannot be supported.

-We request the BCA set our assessment based on the evaluation of OPAV comparable sales provided as:

		05.095.400
Item	**Unit Value**	**Extended Value**
Dwelling	$51,200.00	$51,200
2 acres	$20,000.00	$20,000
Farm Buildings (4300sf)	$9.40	$40,420
Tillage (16.5 acre)	$4,438.00	$73,227
Excess acreage (2.69 acre)	$82.00	$221
	Total	$185,068

Appendix A: Easements and OPAV

RECEIVED 06
January 9 A.D. 20 01
9 15 MIN. A
Land Records
V76 74-87
ATTEST: Carolyn Clogston
TOWN CLERK, NORWICH, VERMONT

Thetford Town Clerks Office
Rec'd February 9, 2006
10:00 AM
Book 122 Page 154-167
Attest: Tracy Borst Clerk

Vermont Property Transfer Tax
32V.S.A. Chap. 231
- ACKNOWLEDGMENT -
RETURN RECEIVED
(INCLUDING CERTIFICATES AND, IF REQUIRED ACT 250 DISCLOSURE STATEMENT) AND TAX PAID
Return No. 06-06
Signed Carolyn Clogston
Date January 9, 2006

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

Return No 06-17 February 9, 2006
Tracy Borst, Town Clerk

WHEREAS, CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, Trustees or their successors in trust, under the **CHARLOTTE S. METCALF TRUST- 1987** are the owners in fee of certain real property on Kerwin Hill Road located in the Towns of Norwich and Thetford, Vermont, which has aesthetic, recreational and natural resource value in its present state; and

WHEREAS, this property contains 41± acres of land of which 27± shall be permanently protected under this Grant, the majority of which is in agricultural and forestry land use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, this property is located within six (6) miles of the Appalachian Trail, a national scenic trail, and is within close proximity of the Marsh-Billings National Historic Park which may demonstrate some degree of national significance in light of the background of I.R.C. Section 2031(c)(8)(a)or successor statute or regulation; and

WHEREAS, the UPPER VALLEY LAND TRUST, INC. is a publicly supported non-profit corporation incorporated under the laws of the State of New Hampshire, authorized to conduct business in the State of Vermont, and qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose purpose is to preserve undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific, and natural resources of the region through non-regulatory means, thereby reducing the burdens on state and local governments; and

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

WHEREAS, the State of Vermont has repeatedly sought to foster the conservation of the state's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including, but not limited to, Title 10 VSA Chapter 151 (Act 250); Title 24 VSA Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 VSA Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 VSA Chapter 124 (Current Use Taxation); Title 32 VSA Chapter 231 (Property Transfer Tax Act); Title 32 VSA Chapter 235 (Land Gains Tax); Joint Resolution No. 43 adopted by the Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; and Title 10 VSA Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the conservation of this property as undeveloped land is consistent with and in furtherance of the Town Plans adopted by Norwich and Thetford, Vermont and the Regional Plan adopted by the Two-Rivers Ottauquechee Regional Planning Commission, and the purposes set forth in Title 10 VSA Section 6301;

NOW, THEREFORE,

KNOW ALL BY THESE PRESENTS that **CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, Trustees or their successors in trust, under the CHARLOTTE S. METCALF TRUST-1987,** dated November 23, 1987, as amended, on behalf of themselves and their successors, and assigns (hereinafter "Grantor"), in consideration of the agreement of the Grantee to accept the development rights as contained herein, and the payment of one dollar and other good and valuable consideration paid to her full satisfaction, does freely give, grant, sell, convey, and confirm unto the **UPPER VALLEY**

LAND TRUST, INC., a non-profit corporation with its office located at 19 Buck Road, Hanover, New Hampshire, 03755, and its successors and assigns (hereinafter "Grantee"),

the following described development rights and a perpetual conservation easement and restrictions as more particularly set forth below, on a certain parcel of land situated on Kerwin Hill Road in the Town of Norwich, Vermont, County of Windsor, and the Town of Thetford, Vermont, County of Orange, as more particularly described in Schedule "A" attached hereto and incorporated herewith by reference.

Definitions:

- The term **"premises"** as used in this Grant shall refer to the entire parcel of Grantor as more particularly described in Schedule "A," attached hereto and incorporated herewith by reference;
- **"Protected Property"** shall refer to a 27 ± acre portion of the premises, restricted hereby, which is more particularly described in Schedule "A" and designated on the Conservation Map attached as Schedule "B," which is attached hereto and incorporated herewith by reference.

The development rights hereby conveyed by Grantor to Grantee shall include all development rights on or relating to the Protected Property, except those specifically reserved by the Grantor herein, and those reasonably required to carry out the permitted uses of the Protected Property as described herein. The Grant of Development Rights and Conservation Restrictions (hereinafter "Grant") hereby conveyed to the Grantee consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and shall run with the land in perpetuity. Grantee accepts and agrees to enforce such covenants in order to achieve the Purposes set forth below.

A. PURPOSES OF THE GRANT

Grantor and Grantee acknowledge that the purposes of this Grant are as follows (hereinafter "Purposes"):

1. As a first priority, to help preserve the rural, scenic character of the Towns of Norwich and Thetford by establishing permanent open space on Kerwin Hill Road where there is development pressure by protecting prime farmland, fields, and forests from future development;

2. Next, to conserve productive agricultural and forestry resources on the Protected Property, and to encourage the long-term sustainability and professional management of those resources;

3. Next, to permanently protect potential water resources by protecting land identified by the State of Vermont as being above a stratified-drift aquifer and which may have high or medium potential as a drinking water resource in the future;

4. Overall, to assure the Protected Property will be retained forever in its undeveloped and scenic condition, and to prevent any use of the Protected Property that will significantly impair or interfere with the unique and significant qualities of public benefit and conservation values of the Protected Property; and

5. To contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's agricultural, forestry, and other natural resources through planning, regulation, land acquisition, and tax incentive programs by conserving productive agricultural and forestry uses, wildlife habitats, non-commercial recreational opportunities and activities, and other natural and scenic values of the Protected Property for present and future generations.

Grantor and Grantee recognize these natural values of the Protected Property and share the common purpose of conserving these values by conservation restrictions to prevent the use, development or fragmentation of the Protected Property for any purpose or in any manner which would conflict with the maintenance of these values. Grantee accepts this Grant to conserve these values for present and future generations.

B. RESTRICTED USES OF THE PROTECTED PROPERTY

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

1. Undeveloped Open Space

The Protected Property shall be maintained in perpetuity for agricultural, forestry, non-commercial education, non-commercial recreational, and open space (meaning enjoyment with little to no adverse impact) purposes only. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility shall be installed or placed on or within the Protected Property, except as specifically permitted and conditioned under the terms of this Grant.

2. Easements

No rights-of-way, easements of ingress or egress, driveways, roads, or utility lines shall be conveyed, constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written approval of Grantee, except those of record and for those uses, if any, specifically permitted under this Grant, including agriculture or forestry. Grantee may grant such permission if it determines, in its sole discretion, that any such facility would be consistent with the Purposes and not adversely affect the conservation values of the Protected Property.

3. Advertising

There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property without the prior written approval of Grantee.

Notwithstanding the foregoing, however, Grantor may, without the prior written approval of Grantee, erect and maintain reasonable signs indicating the name of the Protected Property, directional signs, boundary markers, signs regarding public access, hunting or trespassing, memorial plaques, temporary for lease or sale signs, and signs informing the public that agricultural or timber products are for sale or are being grown on the Protected Property. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantee. Signage shall remain unlighted and sized no larger than reasonably necessary for its purpose.

4. Dumping

There shall be no placement, collection, burial, burning, or storage of trash, human waste, materials known to be environmentally hazardous, or any unsightly or offensive material (including construction debris, vehicle bodies or parts) on the Protected Property, without the prior written approval of Grantee. Provided, however the storage and spreading of compost, manure, or other fertilizer under sound agricultural practices, the storage of feed, the temporary storage of trash in sound receptacles for periodic off-site disposal, or leaving of slash after harvesting timber, are permitted without such prior written approval.

5. Topography

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

6. Subdivision

The Protected Property shall not be subdivided or conveyed in any form in separate parcels without the prior written approval of Grantee, which approval will be granted (a) only in exceptional circumstances; and (b) provided that it does not compromise the Purposes of this Grant. In the event other legal means may consider the Protected Property more than one tract of land, grantor nevertheless covenants and agrees that from hereon all of the Protected Property shall be held under one ownership as a single undivided tract, and shall not directly or indirectly subdivide all or any part of it through the allocation of property rights among partners, shareholders, or members of any successor entity, the creation of a horizontal property regime, long-term leasing, or any other means without Grantee's prior written consent. However, nothing in this easement shall prevent Grantor from conveying the non-protected portion of the premises as separate parcels.

7. Water Systems

There shall be no manipulation of natural watercourses, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water quality or the ecosystems supported thereby, or which could alter natural water level or flow, except as reasonably necessary to carry out the uses allowed on the Protected Property under this Grant within the bounds of state and federal regulations. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantee. Grantee's approval shall not be unreasonably withheld or conditioned, provided the pond is located and constructed in a manner consistent with the Purposes of this Grant. Construction shall also be consistent with the Pond Construction Guidelines of the Vermont Agency of Natural Resources (or a successor state or federal pond construction guideline or regulation). Subsequent pond maintenance may be conducted with prior notice to Grantee. With prior written notice to Grantee, Grantor may install wells and the lay underground pipe to access drinking water resources located beneath the Protected Property, consistent with all local and state laws and regulations.

8. Open Field

In the event the agricultural field that is part of the Protected Property and is depicted as "agricultural land" in Schedule "B" lies fallow for more than two successive years, the Grantor shall cooperate with the Grantee to ensure that the field remain in an open condition (meaning without trees and brush). Cooperation shall include, but not be limited to working with or allowing the Grantee to arrange to have the field cropped, mowed, or brush-hogged. No obligation is hereby imposed upon Grantor or Grantee to maintain the fallow land in an open condition or in agricultural use.

9. Potential Uses

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

Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, technology, evolution and other occurrences which may affect the Protected Property or its management. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or improvements are addressed in this Grant, either through the Purposes or extrapolation of other terms; and (b) alterations in existing uses or structures are consistent with the Purposes of this Grant.

C. PERMITTED USES OF THE PROTECTED PROPERTY

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

1. Agriculture

The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures for personal and commercial purposes provided such uses are in accordance with generally accepted, sound practices and principles of agriculture and husbandry.

2. Forestry

The right to harvest timber and other wood products for personal and commercial purposes provided such uses are in accordance with generally accepted sustainable forestry practices and in accordance with a forest management plan.

Grantor shall receive the prior written approval of Grantee of its forest management plan (including amendments thereto), which approval shall not be unreasonably withheld or conditioned, provided that such plan (a) has been approved by a professional forester; (b) encompasses sustainable forestry practices; and (c) does not violate the terms or conflict with the Purposes of this Grant. Disapproval by Grantee of a forest management plan proposing a clearcut (removal of more than 75% of the basal area within five (5) acres or more) or a liquidation cut (a harvest leaving a residual stocking level of acceptable growing stock below the C line as defined by the U.S. Department of Agriculture stocking guides for the applicable timber type) shall not be deemed unreasonable. However, Grantee may approve such plan in its discretion if consistent with the Purposes of this Grant, such as to permit the planting of different species of trees, a salvage cut to regenerate the forest, or the establishment of a field, pasture, or garden, or for wildlife purposes.

Notwithstanding the foregoing, Grantor may conduct maple sugaring operations, and with prior notice to Grantee, may remove a negligible number of trees for Grantor's personal, non-commercial purposes such as for fencing, firewood for heating Grantor's residence and structures located on the premises, maintaining a view, or wood crafts without a forest management plan. More intensive forestry activities, treatments or cutting, whether personal or commercial, shall require an approved plan. All forestry activities shall be in accordance with all governmental laws and regulations applicable to the Protected Property.

3. Structures

The right to construct and maintain barns, sugar houses, or similar structures on the Protected Property provided that they are credibly supportive of and used *exclusively* for agricultural or forestry purposes, they do not cover or displace large amounts of soil or vegetation or convert a significant open field, and provided further that such structure or facility and its location have been approved in writing in advance by Grantee.

Further, the right to construct, repair, maintain, and use a minimal number of non-agricultural and forestry related structures for low-impact recreation or open space uses or that complement the qualities of the Protected Property (for example, deer stands, gazebos, wildlife viewing blinds, lean-tos, tent platforms, tree houses, kiosks, outdoor fireplaces), provided that such structures have been approved in writing in advance by Grantee. Grantee's approval shall not be unreasonably withheld or conditioned provided that each non-agricultural and forestry related structure: (a) is located and accessed in a manner consistent with the Purposes and terms of this Grant; (b) shall not have any utility services, waste disposal systems, or plumbing; (c) shall not be used for year-round, continuous occupancy; (d) shall not exceed a height of fifteen feet; and (e) the combined footprints of all such minor structures on the Protected Property shall not exceed a total of 800 square feet.

4. Roads

The right to maintain existing driveways, roads, and rights-of-way of record, along with the right to construct and maintain permeable-surface (unpaved) roads provided that they are used exclusively for agricultural or forestry purposes or for access to trails, and provided further that such new construction has been approved in writing in advance by Grantee. Any new construction shall be located in a manner which will minimize any adverse impacts on the values of the Protected Property as outlined in the Purposes, above.

With prior written approval of Grantee, the right to construct and/or maintain a driveway and utility improvements on and across the Protected Property, along a pre-existing "farm road" as depicted on the map attached as Schedule "B," to service an adjacent lot, which at the time of the conveyance of this Grant is owned by Marjorie Downing, together with the right to convey an easement for said improvement(s) or access as necessary. Grantee's approval shall not be unreasonably withheld so long as: (1) the driveway is constructed in such a way as to minimize the adverse impacts on natural resources of the Protected Property; (2) the driveway remains gravel surfaced; (3) all utilities are buried; and (4) said improvement(s) are solely to service the Downing lot.

5. Trails

The right to clear, construct, and maintain trails for walking, horseback riding, cross-country skiing, and other non-motorized recreational activities within and across the Protected Property. Snow machines at times of appropriate snow cover and bicycles may be permitted at the discretion of the Grantor. Grantor may use recreational motorized vehicles for personal transitory purposes, however the use of recreational motorized vehicles by the public is prohibited, except for aforementioned snow machines or for handicapped access pursuant to Grantor's discretion.

D. ENFORCEMENT OF THE RESTRICTIONS

1. Grantor conveys and Grantee accepts this Grant with the understanding that they and their successors have an obligation in perpetuity to work together to uphold the objectives of this Grant. To this end, Grantor and Grantee shall confer with each other and attempt to resolve any issue by mutual agreement in a timely manner. Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property.

2. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein, Grantee shall give written notice to Grantor of such event or circumstance of non-compliance by hand or certified mail return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

3. Failure by Grantor to cause discontinuance, abatement, or such other corrective action as demanded by Grantee within a reasonable time after receipt of such notice and reasonable opportunity to take corrective action, shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant, compel specific performance, and to recover any damages, special or general as provided by law, arising from such non-compliance. Such damages, when recovered, may be applied by Grantee to corrective action on the Protected Property if the Court and Grantee so choose.

4. If such court determines that Grantor has failed to comply with this agreement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs, and reasonable attorney and legal fees, in addition to any other relief ordered by such court. In the event that Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this agreement and that Grantee initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorney and legal fees.

5. The parties to this Grant specifically acknowledge that some events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Protected Property and, accordingly, may entitle Grantee to such equitable relief, including but not limited to *ex parte* 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 Grantee at law, in equity, by arbitration or mediation, or through administrative proceedings.

6. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

E. MISCELLANEOUS PROVISIONS

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an act, Grantor hereby agrees to reimburse Grantee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval. If Grantee has designated in writing another organization or entity to have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee.

2. Grantor hereby agrees that the construction, installation or maintenance of any structures or improvements or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable laws, ordinances, statutes and regulations.

3. In order to comply with applicable local and state rules concerning potable water supplies and wastewater systems, Grantor shall not construct or erect any structure or building or other improvement on any portion of the Protected Property if the use or useful occupancy of that structure or building or improvement will require the enlargement of, installation of, or connection to a potable water supply or wastewater system, without first complying with applicable state or local rules and obtaining any required permit. Any Grantor who owns the Protected Property acknowledges that it may not be able to meet state standards for an additional or larger potable water supply or wastewater system and therefore these premises may not be able to be improved.

Notwithstanding the above, if Grantor is required by law or necessity to replace or improve a wastewater system or potable water supply in existence on the premises at the time of this transaction, and all attempts to locate such system or supply on the non-protected portion of the premises have failed, then Grantor may seek written approval of Grantee for the location of a replacement system or supply on the Protected Property. Grantee's approval shall not be unreasonably withheld nor conditioned provided that such wastewater system is designed to accommodate not more than a total of 560 gallons per day or the capacity of the preexisting system whichever is greater, and such system or supply is located in a manner consistent with the Purposes of this Grant to the extent possible. Grantor shall be responsible for all expenses and costs incurred by reason of action taken pursuant to the terms of this paragraph.

4. Grantee may transfer the Grant of Development Rights and Conservation Restrictions conveyed herein, but only to a qualified conservation organization that agrees to enforce the conservation purposes of this Grant in accordance with the regulations established by the Internal Revenue Service governing such transfers. If at any time it becomes impossible for the Grantee to ensure compliance with the restrictions and covenants contained herein, or that the Grantee ceases to exist, then Grantee's rights and duties hereunder shall become vested in full and fall upon any other entity having similar purposes to which such rights and duties may be awarded by a court of competent jurisdiction under the doctrine of *cy pres*.

5. In the event the development rights or conservation restrictions conveyed to the Grantee herein may be extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based on the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property encumbered by this Grant. If there was a qualified appraisal performed at the direction of Grantor at the time of this conveyance and circumstances have not changed significantly since that time, the allocation ratio may be determined from it. Grantee's use of any such proceeds shall be consistent with any of the Purposes set forth above.

6. Grantor understands that uses prohibited hereby may, in the future, become even more economically valuable than permitted uses; Grantor likewise has considered that neighboring properties may be put entirely to such prohibited uses. Grantor and Grantee expressly intend that any such changes in the economy or to nearby lands shall not be deemed "changed conditions" that might otherwise be used as an argument to alter or terminate this Grant. Likewise, Grantor understands and

acknowledges that Grantee's interest in this Grant is governed by federal and state law, as well as organizational standards and practices that make future alterations or amendments to this Grant unfeasible or highly unlikely.

7. Grantor shall hold harmless, indemnify and defend Grantee from and against any damages, liabilities, claims and expenses, including reasonable attorney's fees, which Grantee may suffer or incur through holding or exercising its rights under this Grant as a result of any solid waste disposal or hazardous waste cleanup laws, including the actions or inactions of (a) Grantor as owner or operator of the premises; (b) prior owners of the premises; (c) any agents of Grantor or prior owners; or (d) operators of abutting properties or others potentially liable for activities.

8. In any deed conveying an interest in all or part of the Protected Property, Grantor shall make reference to this agreement and shall indicate that said rights and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor or its legal representatives shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest at least ten (10) business days prior to any such transfer.

9. Grantee shall be under no obligation to maintain the Protected Property or to pay any taxes, liens, or assessments thereon.

10. Grantee shall be entitled to re-record this Grant, or to record a notice making reference to the existence of this Grant, in the applicable 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.

11. The term "Grantor" shall include the heirs, executors, administrators, successors, and assigns of the original Grantor **CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, Trustees or their successors in trust, under the CHARLOTTE S. METCALF TRUST-1987,** dated November 23, 1987, as amended. The term "Grantee" shall include the successors and assigns of the original Grantee, UPPER VALLEY LAND TRUST, INC. The same terms apply whether Grantor or Grantee is a person or entity, male or female, singular or plural.

12. Invalidation or waiver of any of the provisions hereof shall not affect any other provision of this agreement. Headings are intended for convenience of the reader and have no contractual significance.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to said Grantee, UPPER VALLEY LAND TRUST, INC., its successors and assigns, to their own use and behoof forever; and said Grantor **CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, Trustees or their successors in trust, under the CHARLOTTE S. METCALF TRUST-1987,** dated November 23, 1987, as amended, for themselves and their heirs and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents the Trust is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, and the property is free from every encumbrance except those of record, and Grantor hereby engages to warrant and defend the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, I set my hand and seal this 3rd day of JANUARY, 2006.

GRANTOR:

Witness to CSM

Charlotte S. Metcalf, as Trustee under the Charlotte S. Metcalf Trust - 1987

STATE OF VERMONT
COUNTY OF WINDSOR ss.

At NORWICH, this 16th day of DECEMBER, 2005, personally appeared before me, the undersigned officer, Charlotte S. Metcalf, as Trustee of the Charlotte S. Metcalf Trust -1987, under trust dated November 23, 1987, as amended and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me, Douglas R. Rexford
Notary Public
My commission expires: 2.10.07

GRANTOR:

Witness to RJR

Richard J. Ramsden, as Trustee under the Charlotte S. Metcalf Trust - 1987

STATE OF NEW Hampshire
COUNTY OF Grafton ss.
for STATE of Vermont

At HANOVER, this 3rd day of JANUARY, 2006, personally appeared before me, the undersigned officer, Richard J. Ramsden, as Trustee of the Charlotte S. Metcalf Trust -1987, under trust dated November 23, 1987, as amended and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, Douglas R. Rexford
Notary Public
My commission expires:
DOUGLAS R. REXFORD 2.10.07

ACCEPTED BY GRANTEE: **UPPER VALLEY LAND TRUST, INC.**

Witness

By
Its duly authorized agent

TRUSTEE'S CERTIFICATION

CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, the undersigned Trustees or their successors in interest of the CHARLOTTE S. METCALF TRUST-1987, dated November 23, 1987, as amended, hereby certify that as Trustees, they have full and absolute power thereunder to convey any interest in real estate or improvements thereon held in trust, and no purchaser, donee, or third party shall be bound to inquire whether they, as Trustees, have said power, or are properly exercising such power, or to see to the application of any trust asset paid or conveyed to either, as Trustee, for a conveyance of such interest thereof.

TRUSTEE'S CERTIFICATE
27 V.S.A. §352

We, CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, Trustees, state the following:

1. CHARLOTTE S. METCALF is the original Grantor of the CHARLOTTE S. METCALF TRUST-1987, dated November 23, 1987, as amended; (The Trust)
2. CHARLOTTE S. METCALF, W. NICHOLAS THORNDIKE and MARIE J. LANGLOIS were the original Trustees of the Trust
3. By amendments to the Trust W. NICHOLAS THORNDIKE and MARIE J. LANGLOIS were removed as Trustees and were replaced by RICHARD J. RAMSDEN
4. CHARLOTTE S. METCALF and RICHARD J. RAMSDEN are the currently acting Trustees;
5. CHARLOTTE S. METCALF's mailing address is 652 Pattrell Road, Norwich, VT, 05055 and RICHARD J. RAMSDEN's mailing address is 122 Breck Hill Road, Lyme, NH 03768;
6. We have complete authority to convey any interest in real estate and improvements on real estate held in this trust. The provisions of the trust instrument authorizing conveyance are as follows:

   "Eighth: Powers of Trustees

   14. To manage or develop real property, including, without limitation, taking all actions necessary for approval of any plat or subdivision by any governmental entity; to lay out, improve or dedicate any ways, streets or common areas, public or private; to grant, on terms or gratuitously, easements or restrictions, including so-called conservation easements or restrictions, without being accountable for any resulting effect on the value of such property; to make or abandon improvements; to abstain from paying taxes, assessments, water rents or from making repairs; and to allow loss by tax sale or other proceeding."

7. The trust instrument has not been revoked or amended as to the authorizing provisions;
8. There are no provisions of the trust instrument limiting the authority so granted;
9. The Trust is not supervised by a Court and no consent of any beneficiary of the Trust is necessary prior to the Trustees exercising their respective rights, powers and duties under the Trust Agreement.

Witness to CSM

Charlotte S. Metcalf, as Trustee

STATE OF VERMONT
COUNTY OF WINDSOR ss.

At Norwich, this 16th day of December, 2005, personally appeared before me, the undersigned officer, Charlotte S. Metcalf, as Trustee of the Charlotte S. Metcalf Trust -1987, under trust dated November 23, 1987, as amended and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me, Douglas R. Rexford
Notary Public
My commission expires: 2.10.07

Witness to RJR

Richard J. Ramsden TTEE
Richard J. Ramsden, as Trustee

STATE OF ~~VERMONT~~ New Hampshire
COUNTY OF ~~WINDSOR~~ Grafton for State of Vermont ss.

At Hanover, this 3rd day of January, 2006, personally appeared before me, the undersigned officer, Richard J. Ramsden, as Trustee of the Charlotte S. Metcalf Trust -1987, under trust dated November 23, 1987, as amended and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, Douglas R. Rexford
Notary Public
My commission expires:
Douglas R. Rexford 2.10.07

SCHEDULE "A"
Property Description

Premises:
The premises consists of a portion of all and the same lands and premises conveyed to CHARLOTTE S. METCALF and RICHARD J. RAMSDEN, Trustees or their successors in trust, under the CHARLOTTE S. METCALF TRUST-1987, dated November 23, 1987, as amended by Warranty Deed of Charlotte S. Metcalf dated March 31, 2004 and recorded in Book 165, Pages 248-249 of the Norwich Land Records, and recorded in Book 114, Page 365 of the Thetford Land Records.

Meaning and intending to describe all of that portion of the above described lands and premises that were conveyed to CHARLOTTE S. METCALF by Warranty Deed of JANET E. THORBURN and EDWARD A. THORBURN, joining as her spouse, ("Thorburn Farm") dated September 22, 1998 and recorded in Book 129, Pages 37-39 of the Norwich Land Records, and recorded in Book 94, Pages 590-592 of the Thetford Land Records; being further described in such deed as follows:

Conveyance One. Being all and the same land and premises conveyed to Janet E. Thorburn by warranty deed of Hermon L. Baker and Phyllis L. Baker dated 28 August 1956 and recorded at Book 33, Page 204 of the Norwich, Vermont, Land Records. The Property is described in that deed as follows:

"Parcel No. 1: Being our homestead farm located on both sides of the highway leading from Union Village to New Boston School House, and is more particularly described as follows: Bounded northerly by the highway leading from Union Village to New Boston, so-called, and lands of Oliver Randall; easterly by lands of said Randall, and lands now or formerly of Sherburne E. and Grace Campbell; southerly by lands now or formerly of J.H. Cloud and Clinton Barstow; westerly by lands now or formerly of Lucy Dolan. The northeast corner of above-mentioned land as recorded in the Norwich Land Records. Vol. 25, Page 512, is marked by a stone post, said post being located just northerly of the driveway entrance to what is known as the Ed Carpenter lot, said to contain one-half acre, more or less. This deed given subject to a right of way for electric power line across westerly end of pasture, also subject to a spring of water, with right to fence the same and enter upon lands herein conveyed for the purpose of repairing, relaying a pipe line from said spring to lands and premises now or formerly of Sherburne E. and Grace Campbell, said rights being recorded in said Norwich Land Records in Vol. 25, Page 512, containing 85 acres, more or less.

"Parcel No. 2: Said parcel of land being that part of formerly the Luman Ellis farm, lying and being in the Town of Thetford, the rest of the farm lying in the Town of Norwich, bounded northerly and easterly by lands of Oliver Randall; westerly by lands of said Randall; and southerly by the Norwich Town Line. Meaning hereby to convey the same land and premises as was conveyed to the above-named grantors by straw deed of Robert G. Fitzgerald, deed dated March 31, 1955 and recorded in Vol. 32 Page 407 in the Norwich Land Records, and Vol. 40, Page 79 in the Thetford Land Records, to which deed and record and deeds and records therein referred to, reference may be had for a more and particular description of the premises."

Conveyance Two. Being all and the same land and premises conveyed to Janet E. Thorburn by Guardian's Deed of Charles W. Clark, Guardian of Wilbur G. Clark, dated 13 November 1956 and recorded at Book 33, Page 165 of the Norwich, Vermont, Land Records. The Property is described in that deed as follows:

"Parcel No. 1: Being our homestead farm located on both sides of the highway leading from Union Village to New Boston School House, and is more particularly described as follows:

"Bounded northerly by the highway leading from Union Village to New Boston, so-called and lands of Oliver Randall; easterly by lands of said Randall, and lands now or formerly of Sherburne E. and Grace Campbell; southerly by lands now or formerly of J. H. Cloud and

Clinton Barstow; westerly by lands now or formerly of Lucy Dolan. The northeast corner of above-mentioned land as recorded in the Norwich Land Records. Vol. 25, Page 512, is marked by a stone post, said post being located just northerly of the driveway entrance to what is known as the Ed Carpenter lot, said to contain one-half acre, more or less. This deed given subject to a right of way for electric power line across westerly end of pasture, also subject to a spring of water, with right to fence the same and enter upon lands herein conveyed for the purpose of repairing, relaying a pipe line from said spring to lands and premises now or formerly of Sherburne E. and Grace Campbell, said spring rights being recorded in said Norwich Land Records in Vol. 25, Page 512, containing 85 acres, more or less.

"Parcel No. 2: Said parcel of land being that part of formerly the Luman Ellis farm, lying and being in the Town of Thetford, the rest of the farm lying in the Town of Norwich, bounded northerly and easterly by lands of Oliver Randall; westerly by lands of said Randall; and southerly by the Norwich Town Line.

"Being all of the Ward's interest in the above property, which was mistakenly conveyed to the said Ward and the said Charles W. Clark by conditional deed of Allie G. Clark, deed dated July 30, 1953 and recorded in Vol. 32, Page 87 in the Norwich Land Records, and in Vol. 38, Page 458 in the Thetford Land Records, to which deed and record and deeds and records therein referred to, reference may be had for a more complete and particular description of the premises."

Excepting from the property described above, the real property conveyed by the following deeds:

- to Wilderding recorded at Book 77, Page 293;
- to Lindgren recorded at Book 39, Page 252;
- to Cohen recorded at Book 39, Page 336;
- to Ortwein recorded at Book 39, Page 342;
- to Eureniuf recorded at Book 39, Page 406;
- to Miles recorded at Book 42, Page 201.

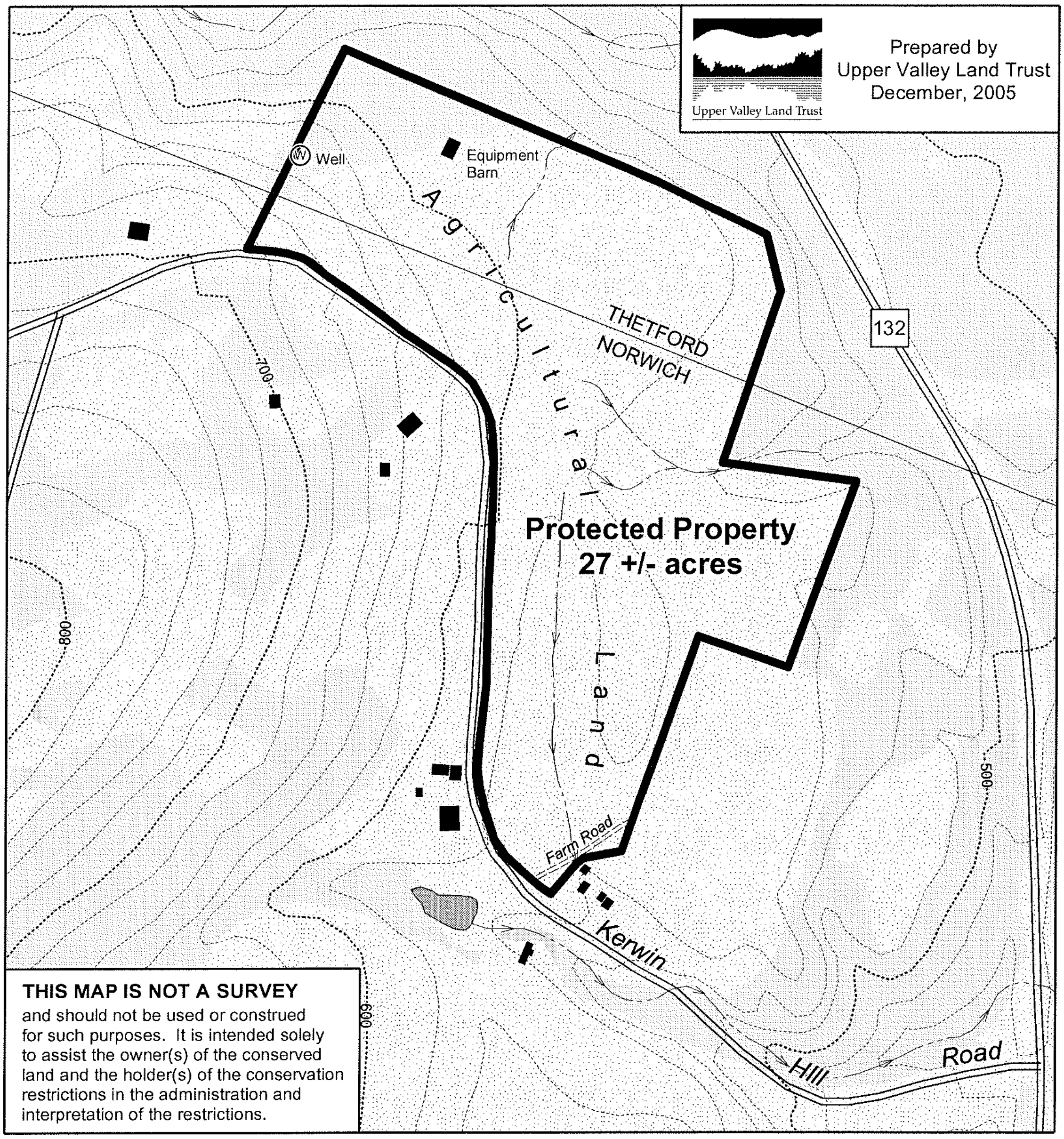
Refer to each of the documents or instruments cited above, and for further citations to relevant documents and instruments, and for a more particular and complete description of the real property and rights real property conveyed by this deed. "Book" and "Page" references are to volumes in the Norwich, Vermont, Land Records.

Reference may be made to the above described deed and record and to the deeds and records referred to therein for a more complete and particular description.

Protected Property:
The Protected Property consists of 27± acres (estimated based on digitized map information obtained from abutting surveys), being that portion of the above described Thorburn Farm premises that lies northerly and easterly of Kerwin Hill Road. The Protected Property is further depicted on the Conservation Map attached as Schedule "B" hereto.

SCHEDULE B

Conservation Map - Thorburn Farm, Norwich and Thetford, VT
Property of Charlotte S. Metcalf Trust



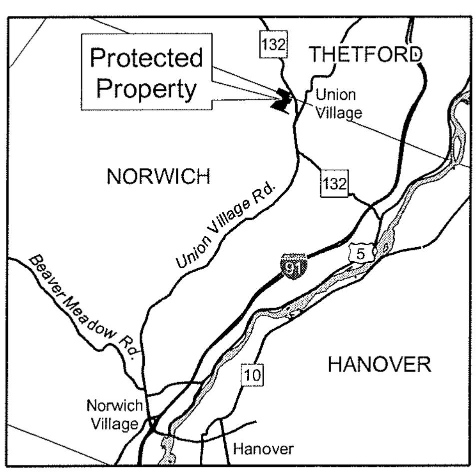
THIS MAP IS NOT A SURVEY and should not be used or construed for such purposes. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation restrictions in the administration and interpretation of the restrictions.

1:5,000

0 250 500
Feet

Legend

- Protected Property
- Building
- Road
- Farm Road
- Well
- Town Boundary
- Forest
- Non-Forest
- Water
- Stream



Map Data Sources:
Topographic base map: VHCB DRG tile 1010.
Orthophoto base map: VMP, tiles 168140, 172140 (1995)
Metcalf property boundary: Compiled from several surveys, probably including LeClair #36486 4/21/86, othophoto, GPS data. Norwich digital tax map (2003).
Forest: Digitized from orthophoto.
Nonforest, Water, Streams: digitized from orthophoto with guidance from topographic base map.
Buildings: digitized from orthophoto, with guidance from field information for equipment barn.
Roads: digitized from orthophoto with guidance from VHCB road vectors.
Farm Road: Digitized from orthophoto with guidance from field information and GPS.
Well: GPS and field information.
20-ft Elevation Contours: Digitized from topographic base map.
Town Boundary: VHCB and NH GRANIT vectors, edited.
Map Projection: VT SPCS, NAD83, m.
ArcGIS file: Metcalf-Thorburn-recordable.mxd (ESB).

FIRST AMENDMENT TO
GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS and OPTION TO PURCHASE AT AGRICULTURAL VALUE

On July 16, 2012, **NORAH S. LAKE** and **CHRISTOPHER M. POLASHENSKI** of Norwich, Windsor County, Vermont ("Grantors") conveyed a Grant of Development Rights, Conservation Restrictions and Option to Purchase at Agricultural Value (the "Grant") to the **VERMONT LAND TRUST, INC.** a Vermont non-profit corporation having its principal place of business in Montpelier, Vermont, ("Grantee") on land located in Norwich and Thetford, Vermont, which is more particularly described and defined in the Grant as the "Protected Property", which Grant is recorded at Book 207, Page 277 of the Norwich Land Records and Book 144, Page 415 of the Thetford Land Records; and

WHEREAS, Grantors and Grantee desire to amend the Grant to further restrict use of the Protected Property as follows:

- Reduce the size of the Barn Complex;
- Add a "Scenic Protection Zone" to the land east of Vermont Route 132; and
- Restrict the size of the farm labor house to its existing footprint.
- Clarify the residential uses of the Farmstead Complex.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors, **NORAH S. LAKE** and **CHRISTOPHER M. POLASHENSKI** of Norwich, Windsor County, Vermont, on behalf of themselves and their heirs, successors and assigns, pursuant to Title 10 V.S.A. Chapters 34 and 155, do freely give, grant, sell, convey and confirm unto the Grantee, the **VERMONT LAND TRUST, INC.**, and its successors and assigns, forever, the development rights and perpetual conservation easement and restrictions, and do hereby amend the Grant as follows:

1. The first sentence of Section III(7) of the Grant is hereby deleted and replaced in its entirety with the following:

   The right to maintain, repair, renovate, replace, enlarge, rebuild, and use (a) the existing dwelling for residential purposes, (b) the existing farm buildings for non-residential, agricultural uses, (c) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, and (d) construct, maintain, repair, renovate, replace, enlarge, rebuild, use and occupy new farm buildings for non-residential, agricultural uses and appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Farmstead Complex without the prior written approval of Grantee.

2. The second sentence of Section III(8) of the Grant is hereby deleted and replaced with the following:

   The Barn Complex is an area consisting of 2.3 (two and three tenths) acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein.

3. Section III(9) of the Grant is hereby deleted in its entirety and replaced with the following:

   The right to maintain, repair, renovate, replace, rebuild, and use the existing farm labor housing unit ("FLH"), together with appurtenant non-residential structures and improvements, including drives and utilities, normally associated with a residence; provided, however, that the FLH shall be (a) occupied by Grantors or by at least one person who is a member of Grantors' family or who is employed on the farm, and (b) located in its existing location on the east side of Vermont Route 132, such location being depicted as "FLH Site" on the Metcalf (Lake) Farm Plan. The FLH shall consist of no more than 996 square feet of total floor area measured from the exterior walls, excluding the attic crawl space and any floor completely below grade level. Notwithstanding the preceding sentence, Grantors may construct a six (6) foot by six (6) foot entryway attached to the north façade of the breezeway. In the event the FLH is not required for housing a farm employee, Grantors or a member of Grantors' family, Grantors may rent the FLH to other persons for successive lease terms not to exceed one year each, but shall not otherwise transfer ownership or possession of the FLH. The FLH shall not be conveyed separately from the Protected Property, but may be subdivided with the prior written approval of Grantee if such subdivision is required by state or local regulation.

4. The first sentence of Section III(12) is hereby deleted and replaced with the following:

The right to construct, maintain, repair, replace, relocate, improve and use systems for disposal of human waste and for supply of water for human consumption (collectively "Systems") on the Protected Property for the benefit of buildings or structures permitted within the Barn Complex and the Farmstead Complex.

5. A new Section III(14) is hereby added to the Grant as follows:

Notwithstanding anything to the contrary contained in this Grant, other than as provided in this Section III(14), no structures may be located within the "Scenic Protection Zone". The "Scenic Protection Zone" is an area consisting of 13.0 (thirteen) acres, more or less, and is more particularly described as that portion of the Protected Property other than the Barn Complex located east of Vermont Route 132. The Scenic Protection Zone is depicted on the Metcalf (Lake) Farm Plan described in Schedule A attached hereto and incorporated herein. Notwithstanding the foregoing, Grantors may construct small, temporary, removable structures appurtenant to the existing farm labor residence or associated with agricultural activities, in the Scenic Protection Zone with Grantee's prior written approval, such approval to be granted, conditioned or denied in Grantee's sole discretion.

6. The third to last paragraph of Schedule A is hereby deleted in its entirety and replaced with the following:

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantors and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property, the OPAV Property, and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust – Metcalf (Lake) Farm, Towns of Norwich and Thetford, Windsor and Orange Cos., VT, April 2015" signed by the Grantors and Grantee (referred to throughout this Grant and its Schedules as "Metcalf (Lake) Farm Plan"). The Metcalf (Lake) Farm Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantee at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Metcalf (Lake) Farm Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantors and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Metcalf (Lake) Farm Plan is kept by Grantee in its Stewardship Office. The Metcalf (Lake) Farm Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.

7. Schedule C "Barn Complex" of the Grant is hereby deleted in its entirety and replaced with the following:

The "Barn Complex" referred to in Section III(8) of this Grant contains 2.3 (two and three tenths) acres, more or less, located on both sides of Vermont Route 132 exclusive of the road and road right of way, and is more particularly described as follows, all bearings are referenced to "Grid North."

Beginning at a point on the westerly sideline of the Vermont Route 132 right of way (assumed 3 rod width) said point being North 06° 15´ West, 380 feet more or less, along the westerly sideline of the Vermont Route 132 right of way from an iron rod marking a northeast corner of lands n/f Erickson; thence proceeding

South 83° 30´ West 290 feet more or less, across the Protected Property; thence turning and proceeding

North 06° 30´ West 275 feet more or less, across the Protected Property; thence turning and proceeding

North 83° East 290 feet more or less, across the Protected Property to a point on the westerly sideline of the Vermont Route 132 right of way; thence turning and proceeding

South 75° 15´ East 49.5 feet more or less, across Vermont Route 132 to a point on the easterly sideline of the Vermont Route 132 right of way; thence turning and proceeding

South 68° 45´ East 155 feet more or less, across the Protected Property; thence turning and proceeding

South 2° 30´ East 130 feet more or less, across the Protected Property; thence turning and proceeding

South 87° 30´ West 130 feet more or less, across the Protected Property to a point on the easterly sideline of the Vermont Route 132 right of way; thence turning and proceeding

South 87° 30´West, 49.5 feet more or less, across Vermont Route 132 to a point on the westerly sideline of the Vermont Route 132 right of way; thence turning and proceeding

South 6° 15´East 70 feet more or less, along the westerly sideline of the Vermont Route 132 right of way to the point of beginning.

8. In all other respects, the Grant remains unchanged and in full force and effect.

TO HAVE AND TO HOLD said development rights and conservation restrictions, as described in the Grant as hereby amended, with all the privileges and appurtenances thereof, to the said Grantee, **VERMONT LAND TRUST, INC.**, and its successors and assigns, to its own use and behoof forever; and **NORAH S. LAKE** and **CHRISTOPHER M. POLASHENSKI**, for themselves and their successors and assigns, do covenant with the said Grantee, **VERMONT LAND TRUST, INC**. and its respective successors and assigns, that until the ensealing of these presents, they are the sole owners of said premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance, except those of record, not intending to reinstate any interest or right terminated by operation of law, abandonment or 27 V.S.A Ch. 5, Subch 7, and they hereby engage to warrant and defend the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantors and the duly authorized agent of the Grantee set their hands and seals this ___ day of ________, 2015.

Signed, sealed and delivered

GRANTORS

____
Norah S. Lake

____
Christopher M. Polashenski

GRANTEE
Vermont Land Trust, Inc.

By:____________________________________
Its Duly Authorized Agent

STATE OF VERMONT
_____________ COUNTY, ss

At __________, this ____ day of ________, 2015, Norah S. Lake and Christopher M. Polashenski personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

____
Notary Public
My Commission Expires: 2/10/10

STATE OF VERMONT
WASHINGTON COUNTY, ss

At Montpelier, this ____ day of ________, 2015, Julie F. Curtin, duly authorized agent of the Vermont Land Trust, Inc., personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Vermont Land Trust, Inc., before me.

____
Notary Public
My commission expires: 2/10/19

Draft Date: 9/10/2026

GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS and OPTION TO PURCHASE AT AGRICULTURAL VALUE

KNOW ALL PERSONS BY THESE PRESENTS that **KERWIN HILL FARM, LLC**, a limited liability company organized under the laws of the State of Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey, and confirm unto the **VERMONT LAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Vermont with its principal offices in Montpelier, Vermont, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, and its successors and assigns (hereinafter "Grantee"), forever, the development rights, option to purchase at agricultural value as set forth in Section VII herein, and a perpetual conservation easement and restrictions (all as more particularly set forth below) in certain lands consisting of 60.71 acres, more or less, with the buildings and improvements situated thereon located in the Town of Norwich, Windsor County, State of Vermont (hereinafter "Protected Property"), and as to the option to purchase at agricultural value, also on certain lands consisting of 26.39 acres located in the Town of Norwich, Windsor County, Vermont and in the Town of Thetford Orange County, State of Vermont (hereinafter "UVLT Property") said Protected Property and UVLT Property together being referred to herein as "the OPAV Property" and being more particularly described in Schedule A attached hereto and incorporated herein.

A portion of the Protected Property consisting of approximately 46.94 acres is a portion of the land conserved under a Grant of Development Rights and Conservation Restrictions conveyed to Vermont Land Trust, Inc. by Charlotte S. Metcalf and Richard J. Ramsden, Trustees Under the Charlotte S. Metcalf Trust – 1987, dated December 27, 2007 and recorded in Book 184 at page 679 of the Town of Norwich Land Records ("Original Grant"). Said 46.94 acres are a portion of "Farm Parcel 3" (33.39 acres) and all of "Farm Parcel 4" (13.55 acres) which are depicted on a survey entitled "Subdivision Plat for Charlotte S. Metcalf Trust – 1987, 79 and 97 Kerwin Hill Road, Norwich, Vermont" prepared by Rockwood Land Services, LLC, dated November 28, 2011 and recorded as three sheets in Map Slide Nos. 387B, 388A and 388B of the Town of Norwich Land Records ("the Survey") and are hereinafter referred to as Parcels 3 and 4. Parcels 3 and 4 are a portion of the land and premises conveyed in fee to Vermont Land Trust, Inc. by Charlotte S. Metcalf, subject to a retained life estate, by Warranty Deed dated December 28, 2011and recorded in Book 204 at page 356 of the Town of Norwich Land Records and in Book 142 at page 404 of the Town of Thetford Land Records. Charlotte S. Metcalf relinquished her life estate by Quit Claim Deed to Vermont Land Trust, Inc., dated March 28, 2012 and recorded herewith in the Land Records of the Towns of Norwich and Thetford, thereby effecting a merger of the fee title to Parcels 3 and 4 in Vermont Land Trust, Inc.

By Warranty Deed of even date herewith and to be recorded in the Norwich Land Records, Vermont Land Trust, Inc. conveyed the land and premises comprising the OPAV Property under this Grant, and which includes Parcels 1, 2, 3 and 4, to Kerwin Hill Farm, LLC,, Grantor herein, conditioned upon its conveyance of this Grant for the purpose of perpetuating the purposes of the Original Grant as to Parcels 3 and 4 and to conserve an additional 13.5 acres of land – specifically Farm Parcel 2 of 4.27 acres and 9.5 acres included in Farm Parcel 3 located at the junction of Kerwin Hill Road and Vermont Route132 as depicted on the Survey.

This Grant includes a perpetual option to purchase the Protected Property (and the UVLT Property) at its agricultural value, a Grantee's right not included in the Original Grant. This additional right and interest in the Protected Property is intended to further the purpose of the Original Grant to conserve and perpetuate the use of the Protected Property in a productive agricultural state.

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

I. Purposes of the Grant.

Grantor and Grantee acknowledge that the Purposes of this Grant are as follows:

1. Consistent with the goals set forth in 10 V.S.A. §§ 821 and 6301, the primary purpose of this Grant is to conserve productive agricultural and forestry lands, in order to facilitate active and economically viable farm use of the Protected Property now and in the future and to contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the State's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs;

2. The secondary purposes are to encourage sustainable management of soil resources, to conserve wildlife habitats, non-commercial recreational opportunities and activities, scenic and other natural resources associated with the Protected Property, to improve the quality of life for Vermonters, and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside.

3. Recognizing that conservation of productive forestry resources is a 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 forest management objectives of this Grant are to:

a) Manage forest stands for long rotations that maximize the opportunity for the production of maple sap and/or for harvesting, sustained over time, of high quality sawlogs while maintaining a healthy and biologically diverse forest. Grantor and Grantee acknowledge that site limitations and biological factors may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs.

b) Conduct forest management and harvesting activities (including the establishment, maintenance, and reclamation of log landings and skid roads) using generally accepted management practices in order to prevent soil erosion and to protect water quality.

4. The objective of ensuring that working and productive agricultural lands remain available for production agriculture, affordable and owned by individuals actively engaged in farming will be further advanced by the Option to Purchase at Agricultural Value, as incorporated below.

5. To advance these objectives by conserving the Protected Property because it possesses the following attributes:

a) 12 acres of prime agricultural soils and 13.5 acres of statewide important soils;

b) 18.85 acres of managed Forest;

c) 1,000 feet of frontage on the Ompompanoosuc River;

d) 4,800 feet of frontage on Vermont Route 132 and Kerwin Hill Road, public highways with scenic vistas;

e) in the vicinity of two (2) other properties previously protected by Grantee and two (2) properties previously conserved by the Upper Valley Land Trust; and
f) wildlife habitats, and watercourses.

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

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

II. Restricted Uses of Protected Property.

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

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

2. Each time that the level tillage portion of the agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantor shall cooperate with Grantee, at Grantee's request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantor shall permit access to the fallow land by Grantee and Grantee's contractors to mow or brush-hog, provided that Grantee first gives Grantor thirty (30) days prior written notice of its intentions and an opportunity for discussion to determine whether mowing or brush-hogging would be appropriate. No obligation is hereby imposed upon Grantor or Grantee to maintain the fallow land in an open condition or in active agricultural use.

3. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantee, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant. Grantee may grant permission for any rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions, if it determines, in its sole discretion, that any such rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Grant.

4. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property. Grantor, however, may erect and maintain reasonable: (a) signs indicating the name of the Protected Property, (b) boundary markers, (c) directional signs, (d)

signs regarding hunting, fishing, trapping, trespassing on the Protected Property or signs otherwise regarding public access to the Protected Property, (e) memorial plaques, (f) temporary signs indicating that the Protected Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Protected Property, (h) political or religious signs, or (i) signs informing the public of a rural enterprise approved pursuant to Section III below. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantee.

5. The placement, collection, or storage of trash, refuse, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee in its sole discretion. The on-site storage and spreading of agricultural inputs including, but not limited to, lime, fertilizer, pesticides, compost or manure for agricultural practices and purposes, the storage of feed, and the temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

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

7. The Protected Property together with the 26.39 acre property located in both Norwich and Thetford subject to the Upper Valley Land Trust Grant described in Schedule A ("UVLT Property") shall not be subdivided or conveyed in separate parcels, nor shall ownership of the buildings on the Protected Property be separated from the ownership of the Protected Property without the prior written approval of Grantee, which approval may be granted, conditioned or denied in Grantee's sole discretion, except as otherwise specifically permitted in this Grant.

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

III. Permitted Uses of the Protected Property.

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

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain and repair gravel or other permeable surfaced access roads and parking areas for these purposes; provided, however, that Grantor shall secure the written approval of Grantee prior to any clearing of forest land to establish fields, orchards, pastures, or prior to the construction of any parking areas. Grantee's approval shall not be

unreasonably withheld or conditioned, provided that such clearing or construction is consistent with (a) the Purposes of this Grant, (b) the Forest Management Plan as described in Section IV, below, and provided further that any such operation is conducted in accordance with the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" ("AMPs"), a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 (or such similar successor standard approved by Grantee).

2. The right to conduct maple sugaring operations on the Protected Property and the right to harvest firewood for use on the Protected Property.

3. The right to perform other forest management activities, and to harvest timber and other wood products in accordance with a Forestry Plan as defined in Section IV below. Prior to commencing timber harvesting activity in accordance with the Forestry Plan, 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 timber harvesting involving fewer than ten (10) acres, or yielding fewer than 8,000 board feet of sawlogs or 25 cords of pulp or 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 Forestry Plan or the Amended Forestry Plan should Grantor elect to harvest. Any harvesting of wood products shall be conducted in accordance with the AMPs (or such similar successor standard approved by Grantee).

4. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use new and existing barns, sugar houses, or similar non-residential structures or facilities, together with necessary access drives and utilities for agricultural and forestry uses, on the Protected Property; provided, however, that (a) the structures are used exclusively for agricultural or forestry purposes, and (b) any new construction, other than normal maintenance and repair, has been approved in writing in advance by Grantee. Grantee's approval may include designation of a complex surrounding the structures and shall not otherwise be unreasonably withheld or conditioned, provided that the structure or facility is located outside of the area consisting of approximately five (5) acres in and along the Ompompanoosuc River and designated as "Meander Belt" on the "Metcalf (Kerwin Hill) Farm Plan" more particularly described in Schedule A attached hereto, and otherwise is located in a manner which is consistent with the Purposes of this Grant. Structures, drives and utilities proposed to be constructed within said "Meander Belt" may be approved, conditioned or denied by Grantee in its sole discretion. Grantor shall not deem unreasonable a condition by Grantee that certain structures must be located within an existing complex or a complex which may be designated in the future as provided in this Section III.

5. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted hereunder; provided, however, that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantor may disturb the natural water flow over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum impact on the natural water flow and is otherwise consistent with the Purposes of this Grant and complies with all applicable laws and regulations. Prior to undertaking a streambank stabilization project or placing any structure within rivers or streams or on the banks thereof, Grantor shall provide written notice to Grantee of Grantor's intent to do so. The right to dig wells and install piping to provide water and the construction of ponds or reservoirs shall be permitted

only upon the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned; provided, however, that any such wells, piping, pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

6. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-commercial, non-motorized recreational activities within and across the Protected Property, all in a manner consistent with the Purposes of this Grant. Non-commercial snowmobiling may be permitted at the discretion of Grantor. All-terrain vehicles may be permitted by Grantor only in those circumstances as expressly provided in Section III(11) below.

7. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use (a) the existing single-family dwelling for residential purposes, (b) the existing farm buildings for non-residential, agricultural uses, (c) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, and (d) construct, maintain, repair, renovate, replace, enlarge, rebuild, use and occupy new farm buildings for non-residential, agricultural uses and appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Farmstead Complex without the prior written approval of Grantee. The Farmstead Complex is an area consisting of four and twenty-seven hundredths (4.27) acres, more or less, and is more particularly described in Schedule B attached hereto and incorporated herein, and is depicted on the Metcalf (Kerwin Hill) Farm Plan described in Schedule A attached hereto and incorporated herein. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Farmstead Complex.

8. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use (a) the existing farm buildings for non-residential, agricultural uses and (b) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a farm, and the right to construct, maintain, repair, renovate, replace, enlarge, rebuild, use, and occupy new farm buildings for non-residential, agricultural uses and appurtenant non-residential structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Barn Complex without the prior written approval of Grantee. The Barn Complex is an area consisting of three (3) acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein. Grantors shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Barn Complex.

9. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use one (1) farm labor housing unit ("FLH"), together with appurtenant non-residential structures and improvements, including drives and utilities, normally associated with a residence; provided, however, that the FLH shall be (a) occupied by Grantor or at least one person who is a member of Grantor's family or who is employed on the farm, and (b) located in the Barn Complex area depicted on the Metcalf (Kerwin Hill) Farm Plan. The FLH shall consist of no more than 2,000 square feet of total floor area measured from the exterior walls, excluding the attic crawl space, attached garage, and any floor completely below grade level. Grantees in their sole discretion may permit an increase over the 2,000 square foot limit, provided, however, such larger structure is deemed necessary and found by Grantees to have no greater negative impact on the conservation values and affordability goals underlying the Purposes of this Grant than the original size. In the event the farm labor housing unit is not required for housing a farm employee, Grantor or a member of Grantor's family,

Grantor may rent the unit to other persons for successive lease terms not to exceed one year each, but shall not otherwise transfer ownership or possession of the farm labor housing unit. The farm labor housing unit shall not be conveyed separately from the Protected Property, but may be subdivided with the prior written approval of Grantee if such subdivision is required by state or local regulation. Grantee, in its sole discretion, may permit, in a written letter of approval, an alternative FLH site; provided, however, such an alternative FLH site is (i) located in a manner consistent with the Purposes of this Grant as stated in Section I, above, and (ii) found by Grantee to have no greater negative impact on the conservation values underlying the Purposes of this Grant than the original FLH site.

10. The right to conduct rural enterprises consistent with the Purposes of this Grant, especially the economically viable use of the Protected Property for agriculture, forestry and open space and the conservation of agriculturally and silviculturally productive land. In connection with such rural enterprises, the right to construct, maintain, repair, enlarge, replace and use permitted structures with associated utility services, drives and appurtenant improvements within a designated complex permitted by this Section III. These structures shall be non-residential and not inconsistent in number, nature, size and intensity of use of each such structure or improvement with the Purposes of this Grant. No use or structure contemplated under this Section III(10) shall be commenced, constructed or located without first securing the prior written approval of Grantee, which approval Grantee may deny or condition in its sole discretion. All structures and uses shall conform with all applicable local, state and federal ordinances, statutes and regulations. Grantee's approval may be conditioned upon, without limitation, receipt of copies of any necessary governmental permits and approvals that Grantor obtains for such use or construction. In no event shall the Protected Property be used for more than de minimis commercial recreational activities pursuant to I.R.C. Section 2031(c)(8)(B) or any successor statute or regulation.

11. The right to use all-terrain vehicles on the Protected Property for the limited purposes of agriculture and forestry. Grantor also may permit the use of all-terrain vehicles on the Protected Property only for non-commercial recreational purposes but only by Grantor, Grantor's family (as hereinafter defined), and Grantor's employees.

12. The right to construct, maintain, repair, replace, relocate, improve and use systems for disposal of human waste and for supply of water for human consumption (collectively "Systems") on the Protected Property for the benefit of buildings or structures permitted under this Section III(8) within the Barn Complex and the Farmstead Complex. Any such Systems may be constructed, maintained, operated, repaired, replaced, relocated or improved on the Protected Property only if there does not exist within the Barn Complex or the Farmstead Complex any suitable and reasonably-priced location for such Systems, under the Vermont Department of Environmental Conservation Wastewater System and Potable Water Supply Rules or the then applicable law or regulations governing Systems (collectively "the Rules"), as determined by a person authorized to make such determination under the Rules retained at Grantor's sole cost and expense. Grantor shall first obtain the written approval of Grantee for the location, relocation, replacement or improvement of such Systems on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

a) Reasonable attempts to locate, relocate, replace or improve the Systems within the Barn Complex or the Farmstead Complex in a manner that complies with the then current Rules are exhausted; and

b) Such Systems are located in a manner consistent with the Purposes of this Grant and especially minimize the loss of agricultural soils; and,

c) Such Systems are designed by a person authorized to do so under the Rules retained at Grantor's sole cost and expense, certified by such person as complying with the Rules, installed in compliance with the Rules, certified by person authorized to do so under the Rules as being installed in accordance with the certified design and approved in accordance with all the then applicable Rules.

13. The right to construct, repair, maintain, and use a minimal number of minor structures (for example: deer stands, gazebos, hunting blinds, lean-tos, Adirondack shelters, tent platforms, tree houses, children's play houses, privies, kiosks, outdoor fireplaces) on the Protected Property provided that such structures shall not have any access roads or drives, utility services or facilities, waste disposal systems, or plumbing, and shall not be used for year-round, continuous residential occupancy or for any commercial activity of any nature (except as Grantee may permit in its sole discretion pursuant to the rural enterprises clause in Section III) and shall not exceed 300 square feet of floor space and fifteen feet in height. Grantor shall secure the written approval of Grantee prior to the construction of any such minor structure, which approval shall not be unreasonably withheld or conditioned, provided that the structure complies with the requirements of this Section III(13) and the number and location of such structures are consistent with the Purposes of this Grant.

IV. Forest Management Plans.

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

a) Grantor's forest management objectives;

b) An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);

c) Forest stand ("treatment unit") descriptions (forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment);

d) Plant and wildlife considerations (identification of known significant habitats and management recommendations);

e) Aesthetic and recreational considerations (impact on viewsheds from public roads, trails, and places);
f) Management practices to be applied within Surface Water Buffer Zones, established in Section V below, which may include but are not limited to shading, accumulation of coarse woody debris, harvest timing, water crossings and erosion controls; and
g) Historic and cultural resource considerations (identification of known resources and associated management recommendations).

The Forestry Plan shall be updated at least once every ten (10) years if Grantor intends to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event that Grantor proposes a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five (5) years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantor may elect to conduct an alternative treatment in which event Grantor shall submit an amendment to the Forestry Plan for Grantee's approval prior to conducting any alternative treatment.

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

V. Surface Water Buffer Zones.

Those areas, in forest cover or in other natural vegetation, lying within fifty feet (50') of the west bank of the Ompompanoosuc River on the Protected Property depicted as "SWBZ" on the Metcalf (Kerwin Hill) Farm Plan, described in Schedule A attached hereto and incorporated herein, or any successor maps approved by Grantors and Grantee depicting the Protected Property, as those waters may move from time to time, shall be designated as Surface Water Buffer Zones (hereinafter "SWBZ").

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

The principal goal for management within the SWBZ is the establishment and maintenance of a high quality buffer that provides an array of ecological benefits including but not limited to:

1) buffering aquatic and wetland plants and animals from disturbance;
2) preventing wetland and water-quality degradation;
3) providing important plant and animal habitat;
4) providing organic matter, nutrients, and structure to aquatic systems; and
5) accumulation of snags and coarse woody debris over time within the SWBZ .

Within the SWBZ the following restrictions shall apply:

1) With the exception of existing or subsequently approved roads and landings, where relocation is not feasible or where negative impacts would be increased by relocating, there shall be no machinery operated within the SWBZ as depicted on the Metcalf (Kerwin Hill) Farm Plan.

2) Stream crossings, for the purposes of non-commercial recreation and constructing roads for transporting machinery and harvested timber, are exempt from this restriction, but the number and width of such crossings shall be kept to a minimum and said crossings shall include the installation of all necessary erosion control devices and employ all recommended practices described in the AMPs for such roads and stream crossings.

3) Existing recreational trails may be used and maintained in their current condition. New pedestrian, non-commercial, recreational trails may be constructed following written notice to Grantee but no other recreational trail shall be constructed within the SWBZ without the prior written approval of Grantee which approval may be granted, denied or conditioned in Grantee's sole discretion.

VI. 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, Grantee shall have the right of reasonable access to the Protected Property; provided, however, that Grantee must give Grantor at least forty-eight (48) hours prior notice of its intention to enter the Property except in the case of a suspected or known imminent violation of the terms of this Grant. In the event that a Grantee becomes aware of an event or circumstance of non-compliance with this Grant, 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 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, but which has caused Grantee to incur extraordinary costs in investigating the non-compliance and securing its correction, Grantor shall, at Grantee's request, reimburse Grantee for all such reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantee to corrective action on the Protected Property, if necessary. If the court determines that Grantor has failed to materially comply with this Grant, Grantor shall reimburse Grantee 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 Grantee initiates litigation and the court determines that Grantor has not failed to materially comply with this Grant or that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees; provided, however, that this clause shall not apply to any Grantee protected by the doctrine of sovereign immunity. 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 Grantee at law, in equity, or through administrative proceedings.

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

VII. Option to Purchase at Agricultural Value.

Grantee shall have an option to purchase the Protected Property and the UVLT Property which is not to be separately conveyed from the Protected Property under Section II(7), above, which together total 87.1 acres (“OPAV Property”), at its agricultural value in accordance with the terms and provisions of this Section VII (“this Option”). This Option is an integral part of this Grant and constitutes a restriction and a right and interest in real property that runs with all of the land. This Option shall be perpetual in duration and is given on the following terms and conditions.

1. **Option Trigger.** Grantor shall not sell, transfer or convey the OPAV Property, in whole or in part, without first offering the OPAV Property for sale to Grantee pursuant to this Section VII; provided, however, that the following described transactions shall not trigger Grantee’s rights under this Option:

a) Any mortgage, pledge, or other assignment of the OPAV Property to a lender as security for indebtedness, provided the Grantee’s interest under this Option is treated as an interest in real estate such that in the event of foreclosure Grantee is deemed a necessary party defendant in such foreclosure case and has the right to redeem the OPAV Property from the foreclosure action; and

b) After June 1, 2017, any conveyance by the Grantor to Grantor’s family or by a member of Grantor’s family to another member of Grantor’s family, as those terms are defined in Section VIII(7) below, by gift, inheritance, sale or other transfer; and

c) After June 1, 2017 any conveyance of the OPAV Property to a person who presently earns at least one-half of his or her annual gross income from the “business of farming,” as that term is defined in Regulation 1.175-3 issued under the Internal Revenue Code of 1986 and who, in connection with the farming operations on the Protected Property, will continue to earn at least one-half of his or her annual gross income from the “business of farming” (“a Qualified Farmer”); and

d) After June 1, 2017 any lease to a Qualified Farmer or a lease having a term of 15 years or less, including renewal rights; provided, however, that any such lease shall expressly provide that, unless otherwise agreed by Grantee, the lease shall terminate and possession shall be delivered free and clear of any rights of the tenant upon a closing of the sale of the OPAV Property following exercise of this Option.

e) Any lease permitted under Section III(9) above or the leasing of space in the residence located in the Farmstead Complex.

This Option shall apply to all other sales and conveyances of the OPAV Property, including any sale or conveyance of any interest in the OPAV Property including any conveyance by, or conveyance of any interest in a corporation, limited liability company, partnership or other holding entity, but excluding any such conveyance between family members.

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

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

b) A written description of the Buyer's training and experience as an agricultural producer and an agricultural business plan for the OPAV Property, including a description of the agricultural activities to be conducted or facilitated by Buyer, proposed improvements to the OPAV Property, and a statement of anticipated agricultural income and expenses for the three-year period following Buyer's acquisition of the Protected Property or, if Buyer has no such training and experience or intention of operating an agricultural business on the OPAV Property, a written statement to that effect; and

c) If the Buyer is purported to be a Qualified Farmer or family member, the documents necessary to establish the Buyer as such, including the Buyer's most recent federal income tax filing, if applicable; and

d) The Grantor's current mailing address.

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

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

a) Grantee shall give written Notice of Intent to Exercise not more than thirty (30) days following receipt of the Notice of Intent to Sell described in Section VII(2); failure by Grantee to provide such notice shall constitute a waiver of its rights under this Option; and

b) Thereafter, Grantor and Grantee shall fix the purchase price for the OPAV Property by establishing a Price Agreement in the manner described in Section VII(4), below.

c) Grantee shall exercise this Option by giving written Notice of Intent to Purchase not more than thirty (30) days following Grantor's and Grantee's establishment of the Price Agreement.

Notices required by this Section VII(3) shall be delivered to Grantor either personally or by certified mail, return receipt requested to the address provided by Grantor in the Notice of Intent to Sell described in Section VII(2), above.

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

a-1) $86,777.00 plus an inflation adjustment determined by multiplying the foregoing value by 1 (one) plus the fractional increase calculated from the date hereof in the Consumer Price Index for all Urban Consumers, Northeast, All Items published by the Bureau of Labor Statistics, U.S. Department of Labor, or a successor index published by the United States government to the date of the Offer; or

a-2) The full fair market value of all OPAV Property land subject to the Offer (including the site of any structures) assuming its highest and best use is commercial agricultural production commonly occurring within the market area where the OPAV Property is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee. Permanently installed land improvements, such as in-ground irrigation systems, farm roads, and drainage tiling shall be considered part of the land. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by this Grant and the UVLT Grant.

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

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

With respect to any residence(s) in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

c) The value of the residence(s) and its appurtenant structures and improvements as of the date of the Offer excluding the value of the land upon which these structures sit (which is included in the Section VII(4)(a) valuation, above). The value of the residence(s) and appurtenant structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the residence, structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee.

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

In the event that either the Grantor or the Grantee objects to any of the values determined by the disinterested appraiser as set forth above, the Grantor and the Grantee shall each select a separate appraiser to conduct two (2) additional appraisals, and the value specified by the middle of the three (3) appraisals shall be controlling in establishing the Purchase Price.

Notwithstanding anything to the contrary set forth above, if Grantor is not satisfied with the Purchase Price as established by the appraiser(s), Grantor may cancel the sale under the Offer and retain ownership of the OPAV Property. In such event, Grantee's right to proceed under this Option shall terminate upon Grantor's written notice to Grantee certifying that the Offer has been terminated and that the Grantor will retain ownership of the OPAV Property. Thereafter, Grantor shall have no further right to transfer the OPAV Property under the Offer, and any subsequent offer must be submitted to Grantee as set forth in Section VII(2) above.

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

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

a) Grantor shall, by Vermont Warranty Deed, deliver good, clear, record and marketable title to the Grantee, free of all liens or other encumbrances (including discharge or release of outstanding mortgages), sufficient for the Grantee to secure title insurance at Grantee's sole expense. Grantee agrees to accept title subject to (i) customary utility distribution easements, (ii) rights of the public to use roads laid out by municipalities, the state or federal government, (iii) all rights of way and easements currently of record; (iv) other rights of way and other easements that do not, in the Grantee's opinion, materially impair the beneficial use of the OPAV Property; and (v) the terms and conditions of this Grant and the terms and conditions of the Grant of Development Rights and Conservation Restrictions conveyed to the Upper Valley Land Trust by deed dated December 16, 2005 and January 3, 2006 and recorded at Book 176, Page 74 of the Norwich Land Records and Book 122, Page 154 of the Thetford Land Records. The state of title to the OPAV Property shall be determined by a title examination paid for by the Grantee.

b) Grantor agrees to use reasonable efforts to deliver marketable title as set forth in Section VII(6)(a), above. In the event Grantor is unable to give marketable title, then the Grantee may elect to terminate its exercise of this Option. The Grantee shall have the right to elect to accept such title as Grantor can deliver and to pay the purchase price without reduction.

c) Grantor agrees to obtain at its sole expense any and all permits and approvals required under law or regulation for the conveyance of the OPAV Property to Grantee under this Option. The parties shall extend the closing date as necessary to enable Grantor to obtain all such final permits and approvals.

d) Grantor represents to Grantee that Grantor is not aware of any hazardous waste having been dumped or placed upon the OPAV Property. Grantor will update this representation in writing upon the Grantee's delivery of the Notice of Intent to Exercise described in Section VII(3)(a), above. Grantor agrees that the Grantee may, at the Grantee's expense, perform any and all tests and/or inspections necessary to confirm these representations. In the event that the Grantee discovers that hazardous wastes have been dumped or placed upon the OPAV Property, the Grantee may at the Grantee's option declare its exercise of this Option to be null and void.

e) The Grantor and the Grantee shall prorate property taxes as of the date of closing.

f) The Grantor shall not physically alter the OPAV Property or the improvements on the OPAV Property or enter into any lease after Grantee delivers the Notice of Intent to Exercise provided in Section VII(3)(a), above, and while the Grantee may purchase pursuant thereto, except to perform generally accepted agricultural practices and normal repairs. In the event any structure is substantially destroyed by fire or other casualty, Grantee may elect to (1) proceed to closing and accept the proceeds of any insurance policy Grantor may have with respect to such destruction; or (2) if such insurance proceeds are less than the value of the structure as determined under Section VII(4), above, proceed to closing and accept the proceeds of said insurance policy and reduce the purchase price by the difference between such value and insurance proceeds; or (3) withdraw its election to exercise this Option.

g) The OPAV Property shall be conveyed free of all leases, tenancies, tenants and occupants, unless Grantee otherwise agrees in writing.

h) All personal property, livestock, machinery and equipment not included in the sale shall be removed from the OPAV Property, and all other waste and debris shall be removed from the OPAV Property prior to closing. Grantor and Grantee will jointly inspect the OPAV Property 24 hours prior to closing.

i) After closing, this Option shall remain in full force and effect with respect to all subsequent conveyances of the OPAV Property, except as identified in Section VII(1), above.

7. **Partial Release of Option.** At the request of Grantor, Grantee shall execute a partial release of its rights under this Option Agreement ("the Partial Release"), and upon the first to occur of the following events, the Grantee shall immediately deliver the Partial Release to the Norwich and Thetford Town Clerks for recording in the Norwich and Thetford Land Records:

a) Grantee's failure to deliver the Notice of Intent to Exercise as described in Section VII(3)(a), above;

b) Grantee's failure to deliver the Notice of Intent to Purchase as described in Section VII(3)(c), above; or

c) Grantee's election to terminate its exercise of this Option based on title defects as provided in Section VII(6)(b), hazardous materials as provided in Section VII(6)(c), or destruction of structures as provided in Section VII(6)(e).

Should Grantee not exercise this Option as provided in Section VII(3), above, or should Grantee fail to close following its delivery of the Notice of Intent to Purchase, Grantor may proceed to close on the sale to the Buyer on the terms and conditions described in the Notice of Intent to Sell, within twelve (12) months of the delivery of said Notice to Grantee. Provided, however, this Option shall remain in full force and effect with respect to all subsequent conveyances of the OPAV Property, except as identified in Section VII(1) above.

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

a) No such assignment shall be made prior to Grantor and Grantee establishing the Price Agreement described in Section VII(4), above;

b) Such assignment shall be in writing, with the assignee undertaking to discharge all obligations of Grantee with respect to purchase of the OPAV Property, and a copy of the written assignment shall be delivered to Grantor;

c) The assignee shall be a party which, in the reasonable opinion of the Grantee, will use or will facilitate the use of the OPAV Property for commercial agricultural production; and

d) The partial assignment shall pertain only to a single exercise of this Option in response to a discrete Notice of Intent to Sell delivered to Grantee. While no consent of Grantor shall be required for said single exercise, Grantee shall not otherwise assign all of its rights and interests under this Option without the prior written consent of Grantor.

VIII. 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 Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. Upon the request of Grantor, Grantee shall deliver to Grantor, in written recordable form, any approval, disapproval, election or waiver given by Grantee pursuant to this Grant.

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

3. Grantee shall transfer the development rights, option to purchase, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In the event the development rights or conservation restrictions conveyed to Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property encumbered by this Grant, as determined by any qualified appraisal performed as of on or about December 27, 2007, the date of the Original Grant as to the Protected Property thereunder, and of the appraisal dated October 11, 2011 with regard to the remainder of the Protected Property hereunder. Grantee 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.

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 Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6. Grantee shall be entitled to re-record this Grant, or to record a notice making reference to the existence of this Grant, in the Towns of Norwich and Thetford 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.

7. The term **"Grantor"** includes the successors and assigns of the original Grantor, Kerwin Hill Farm, LLC. The term "Grantee" includes the successors and assigns of the original Grantee, Vermont Land Trust, Inc. The terms **"family" "Grantor's family"**, **"family member"** or **"member of Grantor's family"** include: (a) any owner of a Grantor corporation, limited liability company, partnership, trust or other entity ("Owner"); (b) any spouse or domestic partner of a Grantor or Owner and any person related to a Grantor or Owner by blood to the fourth degree of

kinship or by adoption, together with spouses and domestic partners of family members; (c) a corporation, limited liability company, partnership, trust or other entity which is wholly owned by a Grantor or Grantor's family; (d) any estate of a Grantor or Grantor's family.

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

9. Grantor shall hold harmless, indemnify and defend Grantee from and against any liabilities, claims and expenses, including reasonable attorney's fees, to which Grantee may be subjected arising from the negligent or willful actions or inactions of Grantor or of Grantor's agents as a result of events occurring on or after the date of this Grant including, but not limited to, those arising hereafter from any solid or hazardous waste/hazardous substance release or disposal or hazardous waste/ hazardous substance cleanup laws.

10. 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, option to purchase, and conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, **VERMONT LAND TRUST, INC.**, its successors and assigns, to its own use and behoof forever, and the said Grantor, **KERWIN HILL FARM, LLC**, for itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

I set my hand at ____________, Vermont this ____ day of ____________, 2012.

GRANTOR
KERWIN HILL FARM, LLC

By:____
Norah Lake, Member and Its Duly Authorized Agent

STATE OF VERMONT
WINDSOR COUNTY, ss.

At Hartford, this ____ day of _____________, 2012, Norah Lake, Member and duly authorized agent for Kerwin Hill Farm, LLC personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, and the free act and deed of Kerwin Hill Farm, LLC., before me.

____
Notary Public

My commission expires: 02/10/2015

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SCHEDULE A
PROTECTED PROPERTY

Being a portion of the lands and premises, including any and all buildings thereon, conveyed to Grantor by Warranty Deed of Vermont Land Trust, Inc., dated _____________, 2012, and recorded in Book _______, Page _____ of the Norwich Land Records, and Book _______, Page ____ of the Thetford Land Records; and being depicted as Farm Parcels 2 (4.27 acres), 3 (42.89 acres) and 4 (13.55 acres) on the Survey referenced below.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying on both sides of Vermont Route 132 and southerly of Kerwin Hill Road, in the Town of Norwich, Vermont and generally described as containing 60.71 acres, more or less.

UVLT PROPERTY

Section II (7) of this Grant states the Protected Property may not be subdivided or conveyed separately from a 26.39 acre parcel located in the Towns of Norwich and Thetford that was conserved under a Grant of Development Rights and Conservation Restrictions conveyed by Charlotte S. Metcalf and Richard J. Ramsden, Trustees Under the Charlotte S. Metcalf Trust – 1987 to the Upper Valley Land Trust, dated December 16, 2005 and January 3, 2006 and recorded in Book 176, page 74 of the Norwich Land Records and in Book 122, Page 154 of the Thetford Land Records ("the UVLT Property"). That parcel is further described as being all and the same lands depicted as Farm Parcel 1 on the Survey referenced below. The Upper Valley Land Trust has issued an Approval to link the 26.39 acre UVLT Property to the Protected Property as aforesaid under Section II(7) of this Grant dated of on or about even date and to be recorded herewith.

Meaning and intending to include in this description of the UVLT Property all of the land lying northerly of Kerwin Hill Road, in the Town of Norwich and Thetford, Vermont and generally described as containing 26.39 acres, more or less.

OPAV PROPERTY

The "OPAV Property" consists of the Protected Property and the UVLT Property above described comprising 87.1 acres, more or less, with the buildings and improvements thereon, lying on both sides of Vermont Route 132 and Kerwin Hill Road; and depicted as Farm Parcels 1(26.39 acres), 2 (4.27 acres), 3 (42.89 acres) and 4 (13.55 acres) on a survey consisting of three sheets entitled "Subdivision Plat for Charlotte S. Metcalf Trust – 1987, 79 and 97 Kerwin Hill Road, Norwich, Vermont," dated November 28, 2011 by Rockwood Land Services, LLC and recorded in Map Slide Nos. 387B, 388A and 388B of the Town of Norwich Land Records, and in Map Slide No. 264 of the Town of Thetford Land Records ("the Survey").

<u>NOTICE</u>: **Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat.** The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property, the OPAV Property, and any excluded parcels, complexes or special treatment areas on a plan entitled

"Vermont Land Trust – Metcalf (Kerwin Hill) Farm, Towns of Norwich and Thetford, Windsor and Orange Cos., VT, ______________ 2012" signed by the **Grantor** and **Grantee** (referred to throughout this Grant and its Schedules as "Metcalf (Kerwin Hill) Farm Plan"). The Metcalf (Kerwin Hill) Farm Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantee at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Metcalf (Kerwin Hill) Farm Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Metcalf (Kerwin Hill) Farm Plan is kept by Grantee in its Stewardship Office. **The Metcalf (Kerwin Hill) Farm Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

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

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

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SCHEDULE B
FARMSTEAD COMPLEX

The "Farmstead Complex" referred to in Section III(7) of this Grant contains four and twenty-seven hundredths (4.27) acres, more or less, and is depicted on the Survey referenced above as Farm Parcel 2.

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SCHEDULE C
BARN COMPLEX

The "Barn Complex" referred to in Section III(8) of this Grant contains three (3) acres, more or less, located on both sides of Vermont Route 132 exclusive of the road and road right of way, and is more particularly described as follows, all bearings are referenced to "Grid North."

Beginning at a point on the westerly sideline of the Vermont Route 132 right of way (assumed 3 rod width) said point being North 06° 15´ West, 380 feet more or less, along the westerly sideline of the Vermont Route 132 right of way from an iron rod marking a northeast corner of lands n/f Erickson; thence proceeding

South 83° 30´ West 290 feet more or less, across the Protected Property; thence turning and proceeding

North 06° 30´ West 275 feet more or less, across the Protected Property; thence turning and proceeding

North 83° East 290 feet more or less, across the Protected Property to a point on the westerly sideline of the Vermont Route 132 right of way; thence turning and proceeding
South 09° E 40 feet more or less, along the westerly sideline of the Vermont Route 132 right of way; thence turning and proceeding
North 84° East 50 feet more or less, across the Vermont Route 132 right of way to a point on the easterly sideline of the Vermont Route 132 right of way; thence turning and proceeding
South 76° 30´ East 160 feet more or less, across the Protected Property; thence turning and proceeding
South 25° 45´ East 100 feet more or less, across the Protected Property; thence turning and proceeding
South 11° 45´ West 205 feet more or less, across the Protected Property; thence turning and proceeding
South 82° 45´ West 125 feet more or less, across the Protected Property to a point on the easterly sideline of the Vermont Route 132 right of way; thence turning and proceeding
North 06° 15´ West 110 feet more or less, along the easterly sideline of the Vermont Route 132 right of way; thence turning and proceeding
South 80° 15´ West 50 feet more or less, across the Vermont Route 132 right of way to the point of beginning.

Appendix B: Official VT Dept Of Taxes Guide to Valuing Easement and OPAV properties

Conservation Easements and Property Valuation

Assessing Land Permanently Encumbered by a Conservation Easement

The purpose of this guidance is to help an assessing official determine whether a conservation easement has an effect on the market value of a property that is being assessed. If you need further assistance with any of the topics covered here, please feel free to contact us at tax.pvr@vermont.gov.

What are Conservation Easements

Conservation easements are legally binding agreements between a landowner and another entity, such as a land trust or government agency. An easement may be donated or sold by the landowner. A conservation easement typically limits how the land may be used by the current owner and all future owners. The loss of these rights may or may not diminish the value of a property, depending on local market conditions and the degree to which the conservation easement has changed the property's highest and best use. As you know, many factors go into a property's market value and the extent to which a conservation easement affects a particular property's value will vary from property to property and location to location. Guidelines presented here will help you determine whether a conservation easement affects market value, and if so, to what extent.

Conservation Easements and Current Use Are Not the Same

A conservation easement is entirely different from enrollment in the Current Use Program. Conservation easements are legally binding agreements between two parties. Current Use is a purely governmental program that allows landowners to pay taxes on "use value" rather than "market value." A property may be subject to a conservation easement in addition to being enrolled in Current Use, but don't assume that is the case. As you know, you are required to determine a market value for properties enrolled in Current Use, so you should apply the guidelines in this document to all properties without regard to Current Use enrollment.

Locating Properties Subject to Conservation Easements in Your Municipality

Conservation easements are recorded with the deed in your municipal office. We advise that you note a conservation easement on the property card when you discover one while searching deeds. Additionally, a property transfer tax return can help you identify a possible conservation easement.

Section H of the property transfer tax return has a checkbox for the conveyance of development rights, which includes conservation easements.

Essential Resources for Valuing Property Subject to a Conservation Easement

- **Property Transfer Tax Return** – Located in your town records, the return will inform you of a transfer of development rights in Section H.
- **Conservation Easement Agreement** – This should be on file in your town records. We advise that you focus your attention on the "purpose," "restricted uses," and "retained rights" sections to understand how a particular easement may affect property valuation.

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DEPARTMENT OF TAXES

- **Database of Sales** – Land trusts and agencies that hold conservation easements typically keep a database of sales of properties subject to conservation easements. This information can be crucial when conducting a sales comparison.
- **Conservation Easement Map** – A conservation easement map may be available from the land trust or agency that holds the easement. It is helpful for locating special protections on the property, excluded parcels, and other special zones where limited development may be permitted. Additionally, a baseline report is a much more detailed and longer document that the holder may be willing to provide if you want significantly more information. (Note that the conservation easement itself has the essential information you need, so a baseline report is optional.)

Highest and Best Use

As with any other property, your valuation of a property subject to a conservation easement should be based on the highest and best use of the property. A conservation easement will usually limit how the land can legally be used. You must read the provisions of the conservation easement and the conservation map so that you do not determine a highest and best use that is actually not legally permissible because of the conservation easement. This is similar to the treatment you would give a deed restriction.

Highest and Best Use is the reasonable, probable, and legal use of the property that is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Your Goal: Develop a Grade Factor for the Land Schedule

You should follow the process for conducting a sales comparison given below to develop a grade factor that can be applied to the existing land schedule. You should conduct a sales comparison for as many easement types as you can, with emphasis on the types most common in your area. A description of common easement types is given later in this guidance. It is crucial to remember that one grade factor will not cover all the various types of restrictions that exist in conservation easements, so you will need to create factors for all the major easement types.

Sales Comparison: the Preferred Approach to Valuation

Collect sales data for transactions involving conservation easement encumbered properties. It is likely that you will have to expand your search regionally to obtain a meaningful sample. The databases of sales kept by land trusts and governmental entities are excellent resources for sales data.

Once data is collected, the first step is to sort the data into homogeneous groups. We recommend that you review the categories of types of conservation easements given below and sort your sales according to those types. Next, you will review the easement documents of all properties you are considering for comparison. Unfortunately, the provisions of an easement agreement will vary from easement to easement, which complicates the comparison of two encumbered properties even if they seem to have similar sizes and features. Again, check the categories of easement types below for advice on what to look for when reviewing each type of easement. You should remove all transactions from your data set that have easement provisions that are significantly more or less restrictive than the property you are valuing.

Use the easement agreement and the conservation map to learn more about the specific restrictions of a property. Use the remaining data to conduct a sales comparison.

Contact your district advisor if you need assistance finding sources for sales data.

Private appraisals conducted for purposes of an IRS income tax deduction

Conservation easements often involve an easement appraisal that attempts to capture the value of property rights lost when an easement is sold or donated. The value of the property rights that were exchanged or extinguished do not have a direct effect on the value of the property itself on the market. It's entirely possible that the buyers in a particular market do not place an appreciable value on those rights. Accordingly, we warn against heavily relying on easement appraisals for purposes of property valuation.

Subdivision Development Analysis

Sometimes it is appropriate to value properties with specific development potential using a discounted cash flow approach (subdivision development analysis). As with other approaches, the assessing official must review the easement agreement and conservation map to learn the extent to which development is restricted. When an easement only encumbers part of a parcel, the valuation must take that into account. Using a discounted cash flow approach, the assessing official must determine the number of potential lots before and after the easement, as well as lot prices, infrastructure costs, absorption times, yield rates, and expenses.

Cost Approach

The direct sales comparison and subdivision analysis approaches should be used exclusively. However, it is acceptable to use a cost approach to supplement those approaches when estimating contributory value of improvements such as barns and dwellings.

Guidance for Common Types of Conservation Easements

Agricultural Land and Working Farms

A conservation easement on agricultural land will often limit the possible future development and use of the land. A review of the easement agreement and conservation map should reveal what development or use that can occur. The conservation map can tell you where specific restrictions are located.

Some conservation easement agreements that encumbered agricultural land have a provision called an "option to purchase at agricultural value" (OPAV). An OPAV limits who can purchase the property to a "qualified farmer" or the easement holder and also requires the farm to be sold at its agricultural value. This will be noted in the deed when the easement was granted. When valuing a property subject to an OPAV, only include other sales involving OPAVs in the sales comparison.

Use of the "option to purchase at agricultural value" (OPAV) clause began around 2003. Generally, agricultural land encumbered by an easement before 2003 will not have an OPAV clause. Check for a right to first refusal provision in older easements.

Encumbered Agricultural Land without an OPAV

You should only compare this type of property to other similar properties that do not have an OPAV in the conservation easement agreement. An OPAV will have less impact if land that is used for agriculture is highly valued in your area. Check the easement agreement for other provisions that limit development and use and compare the property to sales of other similar properties subject to similar provisions. Look for a right of first refusal in the easement agreement, which may impact the fair market value.

Encumbered Agricultural Land with an OPAV

Transactions involving an OPAV are likely to directly limit the market value of the property. If enough data exists, you can attempt to conduct a sales comparison involving only properties subject to an OPAV. Whether a sales comparison is feasible or not, you should be sure to value the property as if the agricultural use was the highest and best use. A search for comparable properties should focus on sales of farm land.

Forestland and Vacant Land

For forestland and vacant land, the provisions of the conservation easement agreement are likely to determine the highest and best use of the property. Review the easement agreement and conservation map to ascertain the uses and development that are legally permissible.

Rural Countryside

Many properties subject to conservation easements are rural residential properties with forestland. The conservation easement agreement is likely to establish the maximum amount of development possible. Use the easement provisions and conservation map when determining highest and best use and conduct a sales comparison.

What to Look Out For

Common provisions within conservation easements include:

- Exclusions from the easement, such as housesites and farmsteads
- Dwelling rights
- Farm labor housing rights: these can be standard or at the sole discretion of the land trust or agency.
- Subdivision rights
- Public access trails
- Archeological protection
- Surface water protection
- Riparian buffer zones
- Special treatment areas, such as a restriction that woodland shall never be converted to agricultural land
- Gravel extraction sites
- Option to purchase at agricultural value
- A right of first refusal, which gives the land trust or agency the right to match any offer to purchase the property
- Historic resource protection
- Façade easements that place design and construction restrictions on the exterior of a building.

Effect on Neighboring Properties

Note that a property with development limitations may enhance the value of neighboring properties. For example, land adjacent to a property subject to a conservation easement would receive a benefit similar to one adjacent to land conserved by state or federal governments.

Summary

The object of the analysis is to determine the value per acre of each category of conserved land and develop a grade factor that can be applied to existing land schedules. It's vitally important to compare using similar properties or situations. Conservation easement restrictions vary dramatically—only similarly conserved land should be used for sales analysis. The result should produce an accurate value or multiplier that can be applied to the land value to reflect the impact of the conservation easement on market value.

Resource

Conservation Map (tax.vermont.gov/content/act-250-map)

This guidance was developed in consultation with the Vermont Assessors and Listers Association, the Vermont Housing and Conservation Board, and the Vermont Land Trust.

Appendix C: Table of OPAV transfers, 2023-26, as provided by VLT

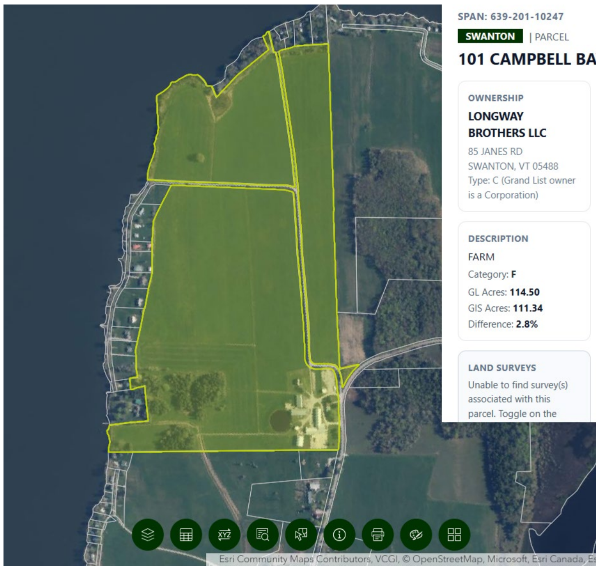
LEWISHOLM VALLEY FARM, INC.	RUPERT VALLEY HOLSTEIN	Pawlet - Cramer Sawr	13.4	Pawlet	Rutland	$62,500.00	4/30/2024	TRUE
Mark and Lauri Boyden	Lamoille River Farm LLC	Cambridge - Boyden I	25	Cambridge	Lamoille	$200,000.00	4/10/2024	TRUE
Mark and Lauri Boyden	Lamoille River Farm LLC	Cambridge - Boyden I	25	Fairfax	Franklin	$200,000.00	4/10/2024	TRUE
LOTTA-VU FARM LLC	B. DANYOW FARM, LLC	Ferrisburgh - Brace (D	46.58	Ferrisburg	Addison	$120,000.00	5/22/2025	TRUE
Whitney estate	Whitney Family Farm LLC	Richford - Whitney (W	49	Richford	Franklin	$150,000.00	1/18/2023	TRUE
Christopher Fay	Allan and Scott Forbes LLC	Guildhall - Fay C&H (F	59.91	Guildhall	Essex	$258,132.00	9/18/2023	TRUE
Matthew and Laura Baldwin	GEVRY FARMS VI, LLC	Hinesburg - Baldwin M	73	Hinesburg	Chittender	$300,000.00	1/17/2025	TRUE
JESSIE WITSCHER	GREGORY WITSCHER	Bridport - Gleason (W	73.74	Bridport	Addison	$0.00	6/26/2025	TRUE
Matthew Baldwin	GEVRY FARMS VI, LLC	Hinesburg - Baldwin (	76.3	Hinesburg	Chittender	$800,000.00	1/17/2025	TRUE
Joan and Craig Wortman	John and Katherine Roe	Randolph - Wortman (	96	Randolph	Orange	$230,000.00	11/18/2024	TRUE
Cesario	Chittenden	Shoreham - Clark Cor	97.2	Shoreham	Addison	$320,000.00	5/26/2023	TRUE
Cesario	Chittenden	Shoreham - Clark Cor	97.2	Cornwall	Addison	$320,000.00	5/26/2023	TRUE
RJ Fournier and Sons Farm Inc	Longway Brothers LLC	Swanton - Fournier (L	114	Swanton	Franklin	$800,000.00	12/20/2023	TRUE
ROGER BEAULIEU	ALLEN CUTTING	Irasburg - Beaulieu (C	115	Irasburg	Orleans	$275,000.00	3/25/2026	TRUE
SCUTTLESHIP FARM, LLC	ITG CAPITAL L.P.	Panton - DeGraaf1 (IT	120	Panton	Addison	$808,000.00	7/8/2025	TRUE
SCUTTLESHIP FARM, LLC	ITG CAPITAL L.P.	Panton - DeGraaf1 (IT	120	Ferrisburg	Addison	$808,000.00	7/8/2025	TRUE
AG VENTURE FINANCIAL SERVICE	DAN MILLER	Brownington - Riende	121.1	Browningt	Orleans	$375,000.00	5/21/2026	TRUE
Michael Riendeau	AG VENTURE FINANCIAL SE	Brownington - Riende	123.6	Browningt	Orleans	$0.00	2/18/2026	TRUE
Amanda Helali	Evan Roe	Chelsea - Button-Stro	124	Chelsea	Orange	$175,000.00	3/17/2026	TRUE
Cesario	Chittenden	Cornwall - Cesario (C	125.1	Cornwall	Addison	$125,000.00	5/26/2023	TRUE
Stephen and Susan Pratt	Stephen C. Pratt Trust and S	Whiting - Pratt S&S (P	128.15	Whiting	Addison	$0.00	4/16/2025	TRUE
Adam R and Heather D Moulton	Mattie R Kauffman and Ben	Brownington - Perry N	133.9	Browningt	Orleans	$250,000.00	8/11/2023	TRUE
KOLOSKI MISTY-ANNE	ELAM AND REBECCA STOLT	Newport Town - Roye	135.7	Newport T	Orleans	$385,000.00	10/17/2023	TRUE
MELLISH COMPANY LLC	UNIVERSITY OF VERMONT S	Shelburne - Barr (UVM	149	Shelburne	Chittender	$0.00	11/21/2024	TRUE
Kerrilee A Lussier and Paul M Luss	Walter R Ranchinsky	Benson - Lussier II (Ra	150.12	Benson	Rutland	$270,000.00	4/7/2023	TRUE
FAIRMONT FARM, INC.	FAIRMONT DAIRY, LLC	East Montpelier - Fair	161	East Montp	Washingto	$350,200.00	11/17/2023	TRUE
FAIRMONT FARM, INC.	FAIRMONT DAIRY, LLC	East Montpelier - Fair	161	Plainfield	Washingto	$350,200.00	11/17/2023	TRUE
THOMPSON-ATHERTON KARIE	WAIBEL JOHANNES and WA	Berkshire - Thompson	161.4	Berkshire	Franklin	$1,581,250.00	3/5/2024	TRUE
Robert and Joanne Bathalon	Sebastien Latraverse	Westfield - Bathalon F	162	Westfield	Orleans	$610,000.00	7/9/2024	TRUE
FAIRMONT FARM, INC.	FAIRMONT DAIRY, LLC	East Montpelier - Orm	173	East Montp	Washingto	$460,800.00	11/17/2023	TRUE
Six	Six and Clemens	Strafford - Varley-Mill	178.91	Strafford	Orange	$0.00	2/9/2023	TRUE
Scott and Heather Lefoll	Matthew Linehan	Maidstone - LeFoll (Li	182.78	Maidstone	Essex	$279,500.00	5/31/2024	TRUE
John Barabe	ST. PIERRE BROTHERS, LLC	Berkshire - Barabe (S	188.31	Berkshire	Franklin	$918,000.00	6/4/2025	TRUE
Bennett Lila	Young View Land Holdings I	Glover - Bennett/Robb	188.42	Glover	Orleans	$600,000.00	4/30/2024	TRUE
Loretta and Lee Devino	Awt, Inc and Jacob Turner	Milton - Devino (Turne	206.36	Milton	Chittender	$850,000.00	9/17/2024	TRUE
Dorothy E Muzzy Revocable Trust	Daren Muzzy	Ferrisburgh - Spoone	214.9	Ferrisburg	Addison	$0.00	1/23/2024	TRUE
Dorothy E Muzzy Revocable Trust	Daren Muzzy	Ferrisburgh - Spoone	214.9	Monkton	Addison	$0.00	1/23/2024	TRUE
Matthew and Laura Baldwin	GEVRY FARMS V, LLC	Monkton - Cota Broth	230.25	Monkton	Addison	$1,200,000.00	1/17/2025	TRUE
MENGUC FEYZI	MENGUC HOLLY	Orwell - Huntley-Lube	242	Orwell	Addison	$0.00	3/21/2025	TRUE
Tulita Cleveland	Scott Cleveland	Pawlet - Cleveland II	261.77	Pawlet	Rutland	$0.00	10/27/2023	TRUE
Hatch	Vorsteveld Farm LLP	Ferrisburgh - Beenen	283	Ferrisburg	Addison	$700,000.00	1/12/2023	TRUE
William F and Karen J Larrow	William F Larrow Jr	Ferrisburgh - Larrow	285.05	Ferrisburg	Addison	$0.00	3/30/2023	TRUE
Emery and Geordie Lynd	Geordie Lynd	Walden - Lynd	286.4	Walden	Caledonia	$0.00	8/25/2023	TRUE
STEPHEN M. HARNESS REVOCABL	HILL SIDE MAPLES, LLC	Sheldon - Harrness 1	297.3	Sheldon	Franklin	$0.00	4/3/2024	TRUE
Richard and Barbara Stickney	RICHARD W. STICKNEY AN	Rockingham - Stickne	352.03	Rockingha	Windham	$0.00	1/13/2025	TRUE
Jamie Rivers and Laura Clark	Davita E and Micah G Laws	Troy - Judd Southeast	358.7	Troy	Orleans	$1,215,000.00	8/25/2023	TRUE
SCOTT CLEVELAND	SCOTT W. CLEVELAND, TR	Pawlet - Cleveland (S	374.23	Pawlet	Rutland	$0.00	2/25/2026	TRUE
SCOTT CLEVELAND	SCOTT W. CLEVELAND, TR	Pawlet - Cleveland III (	374.23	Pawlet	Rutland	$0.00	2/25/2026	TRUE
Kinross, LLC	Ripken Jenny, LLC	Greensboro - Hardie (	415.6	Greensbor	Orleans	$1,520,000.00	12/20/2024	TRUE
Katherine Cadreact	John Hayes	Milton - Cadreact (Ha	469	Milton	Chittender	$475,000.00	9/20/2023	TRUE
Audet	Lucas	Orwell - James West (	582.87	Orwell	Addison	$2,111,180.00	12/5/2023	TRUE
Dale C Briggs	Peter C Briggs	Panton - Jackson 2 (B	735	Panton	Addison	$0.00	4/17/2023	TRUE
Dale C Briggs	Peter C Briggs	Addison - Briggs	753	Addison	Addison	$0.00	4/17/2023	TRUE
dubois farm inc	Wood Brothers Land Comp	Addison - DeVries (W	1174	Addison	Addison	$8,898,260.00	12/27/2023	TRUE
Garry and Eileen Trudell	Brian Trudell	Fairfield - Trudell		Fairfield	Franklin		11/14/2023	TRUE
Garry and Eileen Trudell	Brian Trudell	Fairfield - Trudell		Bakersfiel	Franklin		11/14/2023	TRUE
Forgan	Forgan	Highgate - Nolan2 (Forgan)		Highgate	Franklin	$0.00	9/19/2023	TRUE

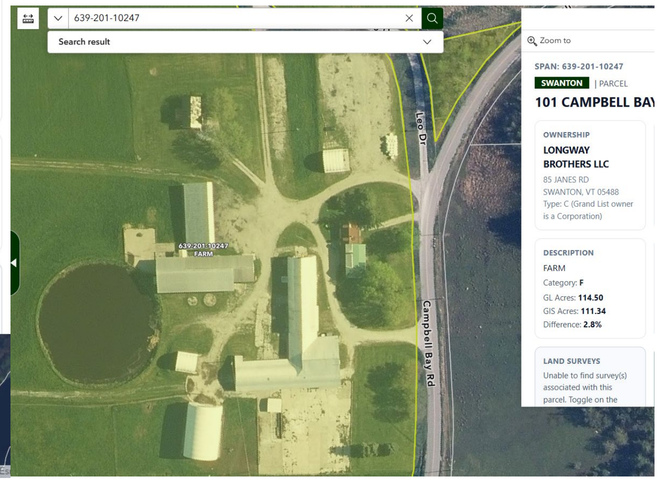
Appendix D: Property Overviews and Verifications

Section 1: Farm Headquarters: Parcels including dwellings and 10,000+ sf of active farm buildings

101 Campbell Bay Road, Swanton VT: sold $800,000 12/20/23

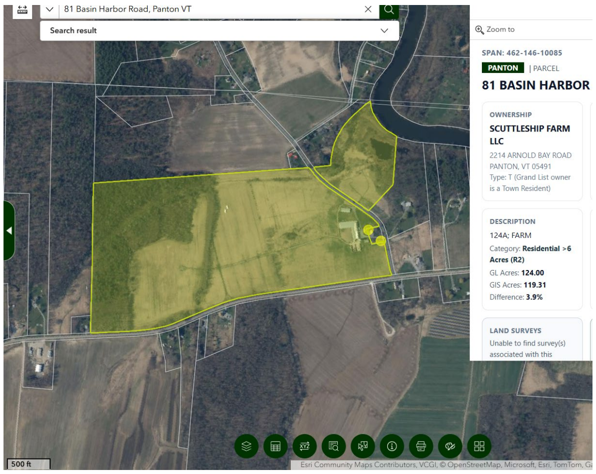
-114 acres nearly 95% prime tillable ag land in very large fields
-Lakefront on Lake Champlain
-Farm headquarters with multi-million investment in infrastructure, 30,000+ sf for a large dairy operation
-Includes 2 large dwellings reported at 5644 sf and 4 bath and 2800 sf 2 bath.

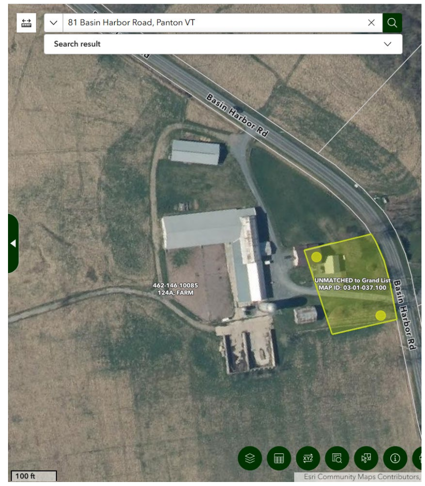


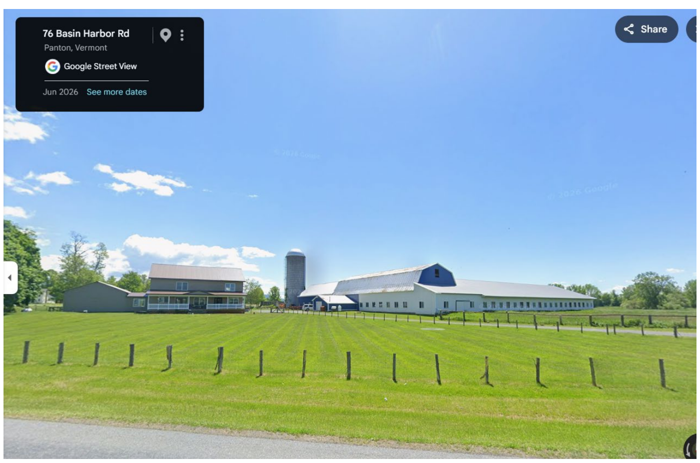


81 Basin Harbor Road, Panton VT: Sold $808,000 7/8/25

-124 acres, about 70% open in large open fields, prime soils
-In an area of multiple large dairy farms, stiff land competition
-Large farm headquarters with 30,000sf+ barn infrastructure, milking equipment
-2 unit house built in 2010 2876sf.

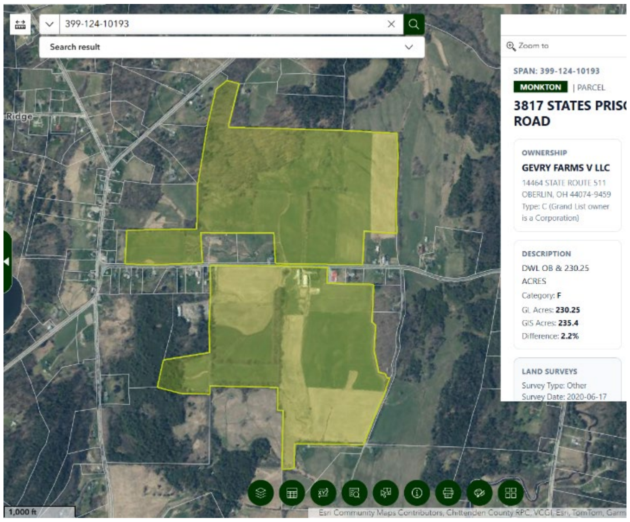


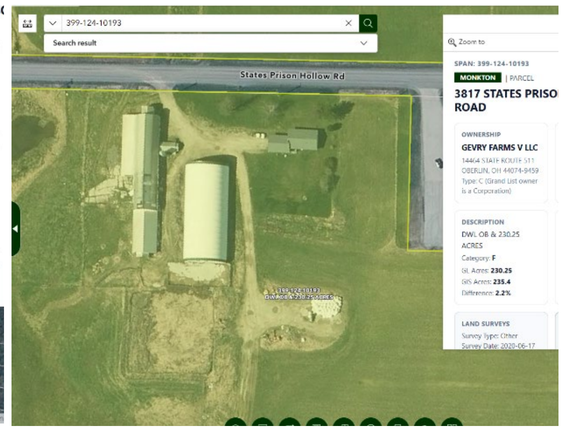


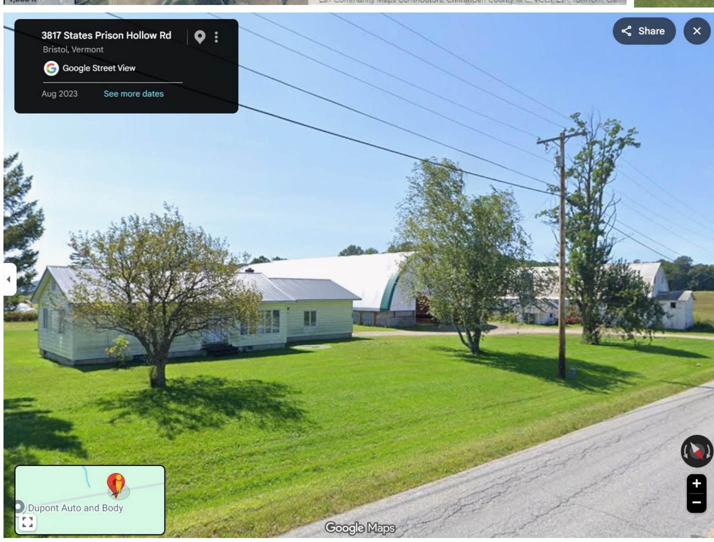


3817 States Prison Road, Monkton VT: Sold $1,200,000 1/17/25

-230 acres, 85% open prime ag land, in large fields (land
-In an area of stiff farm competition for land.
-Significant barn infrastructure over 18,000 sf, including a new barn.
-Small ranch dwelling in fair condition

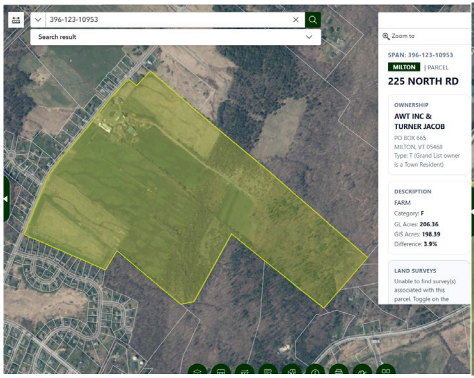


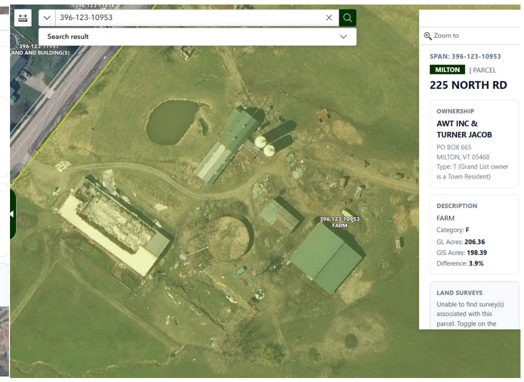




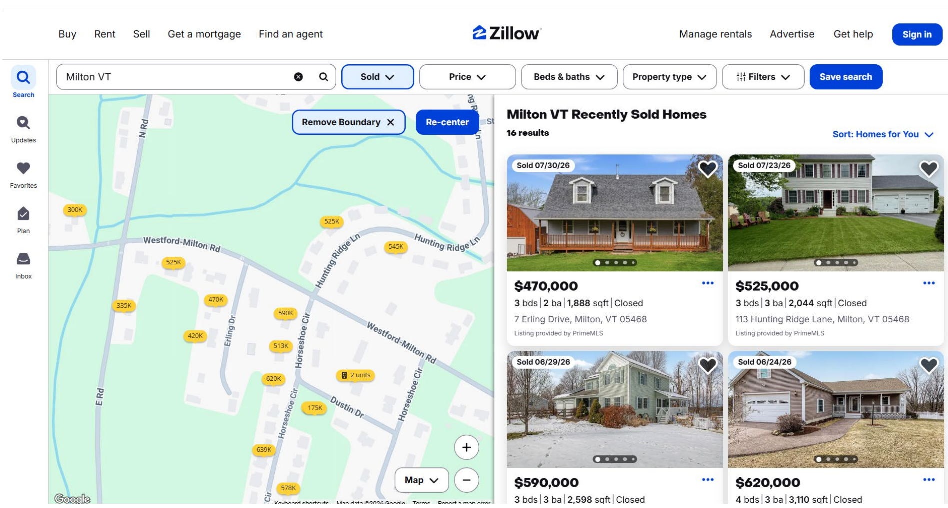
225 North Road Milton VT Sold $850,000 9/17/24

-206 acres, of which about 125 acres open, statewide soils.
-Includes large farm buildings both derelict and modern farm infrastructure. Functional/modern infrastructure totals ~15,000 sf
-4194 sf 5.5 bath dwelling in average-good condition according to its lister card.
-Immediately on the outskirts of Milton town, surrounded by recent subdivisions with houses on small lots selling for $400-$600k each, within development pressure envelope of Burlington



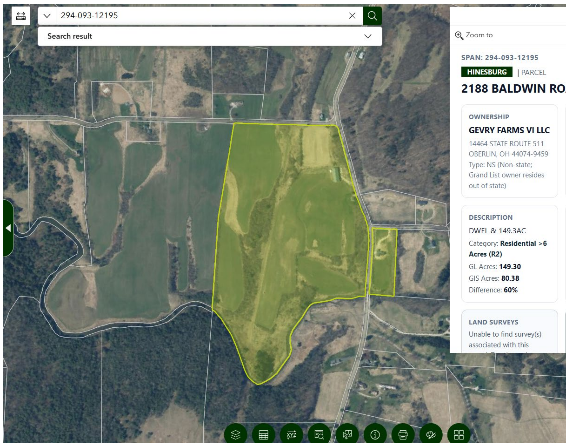


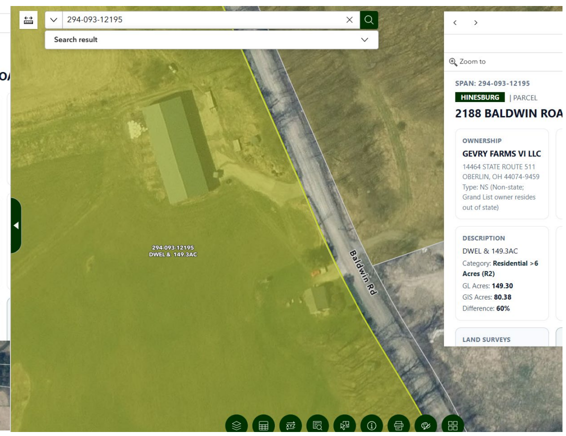
Nearby houses and sales:



2188 Baldwin Road Hinesburg VT Sold $800,000 1/17/25

-76 acres, ~70% prime ag land in large fields in area with stiff farm competition.
-Modern ~11000sf barn (built 2011).
-Modest 1800sf cape home
-Purchased by large out of state ag firm, indicating ag value is driver.
-Large modern house subdivided off to east of road not included in sale
-Somewhat problematic comp – part of a larger sale including multiple parcels the same day. Division of value between sale components may be arbitrary. Implied values derived from these two sales should be averaged.



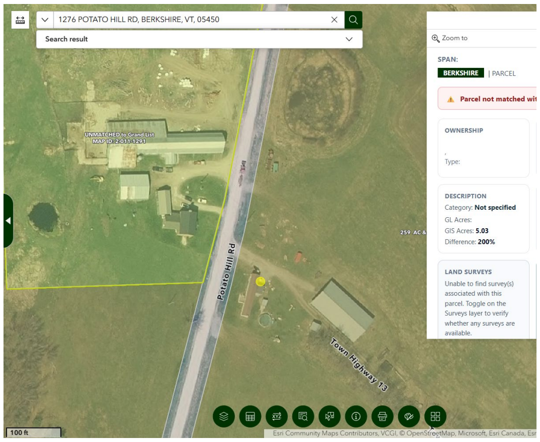


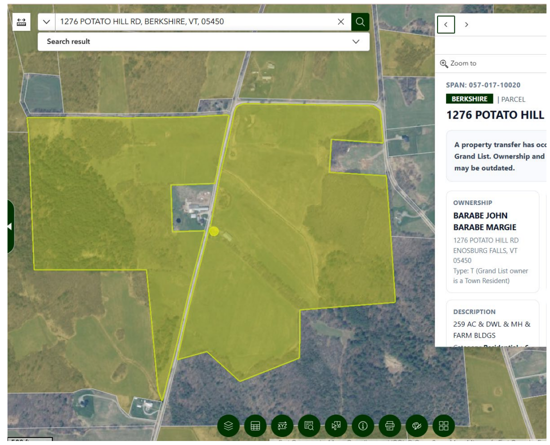
Excerpt from property transfer tax records showing transactions same day between same parties.

				Vicinity Map			
☑	View Print	01/17/25 01/17/25	BALDWIN MATTHEW (S) BALDWIN LAURA LYNN (S) GEVRY FARMS VI, LLC (B)	DRINKWATER ROAD Hinesburg, VT Chittenden County Vicinity Map	Operating Farm Operating Farm	73.00 $4,110	$300,000 $218,400 137% Yes
☑	View Print	01/17/25 01/17/25	BALDWIN MATTHEW (S) GEVRY FARMS VI, LLC (B)	2188 BALDWIN ROAD Hinesburg, VT Chittenden County Vicinity Map	Primary Residence Operating Farm	76.30 $10,485	$800,000 $482,000 166% Yes

<u>1276 POTATO Hill Road Berkshire VT. $918,000.00 6/4/2025</u>

- 188.3 or possibly 232 acres About 65% open ag land in town with stiff dairy competition for land [19]. Prime and statewide soils. We conservatively handle this as 188.3 acres.
-Includes large farm buildings of dairy headquarters totaling ~19000 sf
-2 dwellings average-good condition





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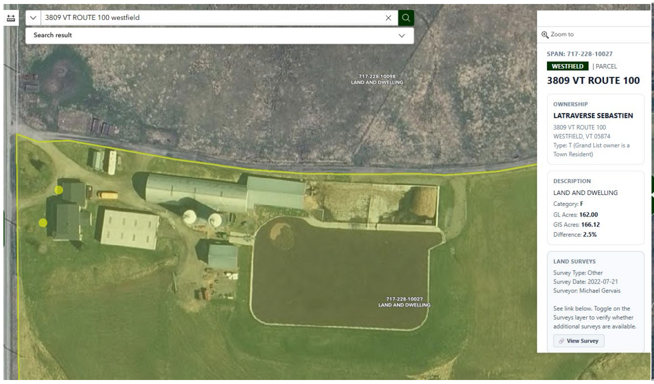
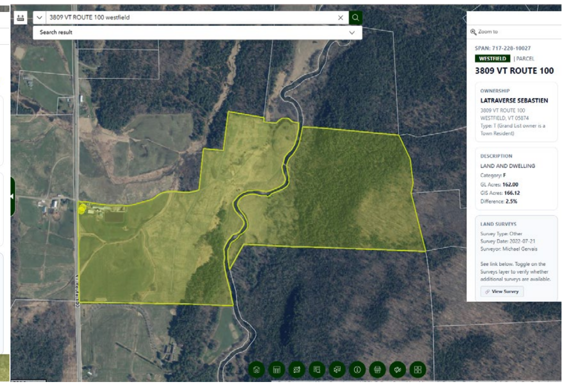
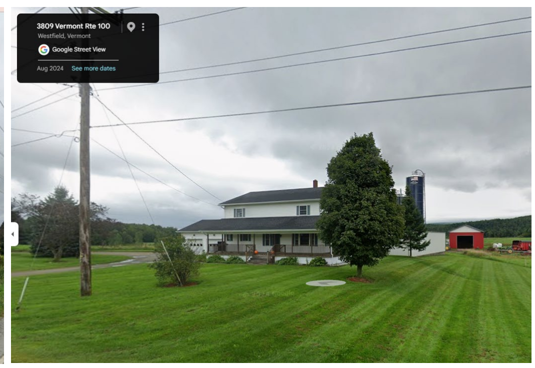
[19] 188.31 acres listed… actually transferred an additional 44.5 acres in the warranty deed. Multiple lots excluded not conveyed. Grand list records incomplete. It is possible the acreage conveyed is underreported here. Appears transfer totaled the entire 232 acres covered under the OPAV recorded book 85 page 113 https://berkshire.lr-1.com/ Book 101 page 127.

<u>3809 VT Rt 100 Westfield VT $610,000.00 6/4/2025</u>

- 162 acres, only about 50% open ag land. Modest farm competition for land. Prime and statewide soils.
-Includes large farm buildings of dairy headquarters totaling ~17000 sf
-Dwelling in good condition
- River Frontage







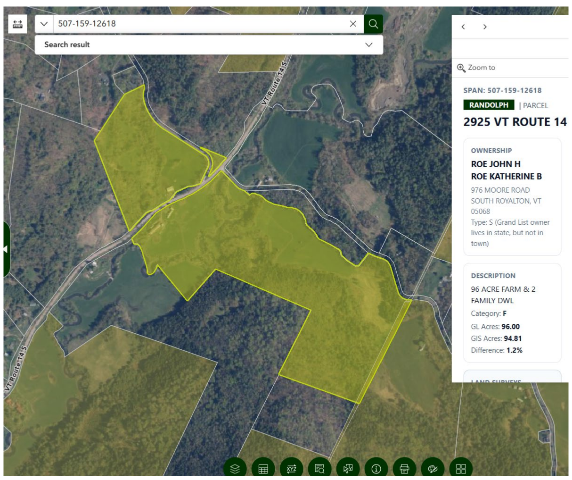
<u>Section 2: “Dwelling Only” Comparable Sales:</u>

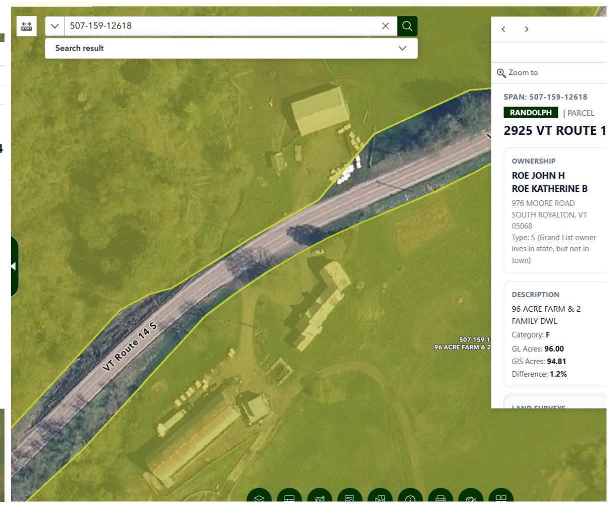
Properties with land, dwelling, and minor or functionally obsolete farm buildings.

Take home pint: A dwelling alone adds little value on an OPAV parcel – about $70,000.

2925 VT RT 14 SOUTH Randolph VT $230,000.00 11/18/2024

-96 acres, about 30% open
-Obsolete barns
-large house in fair condition
-in area with little competition for farmland.
-Sold via OPAV ag-value determination process to nonqualified buyer.



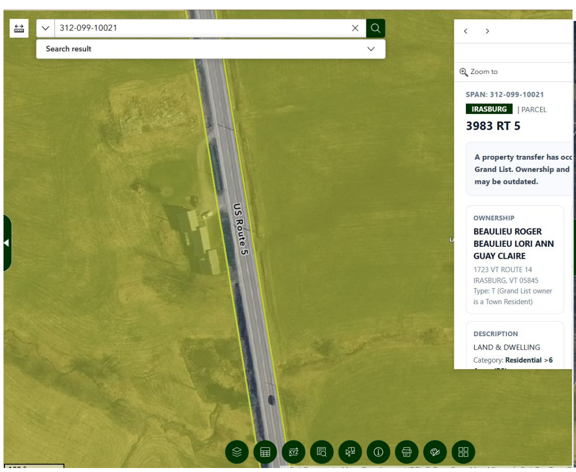


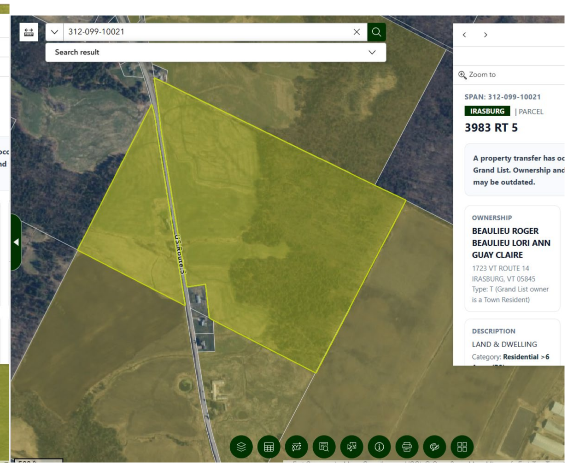
3983 Rt 5 Irasburg VT $275,000.00   3/25/2026

115 acres about 50% open

No farm buildings

Well maintained dwelling





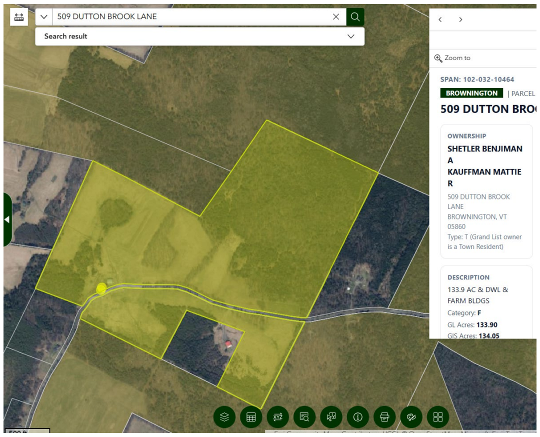
509 DUTTON BROOK LANE sold $250,000.00 8/11/2023

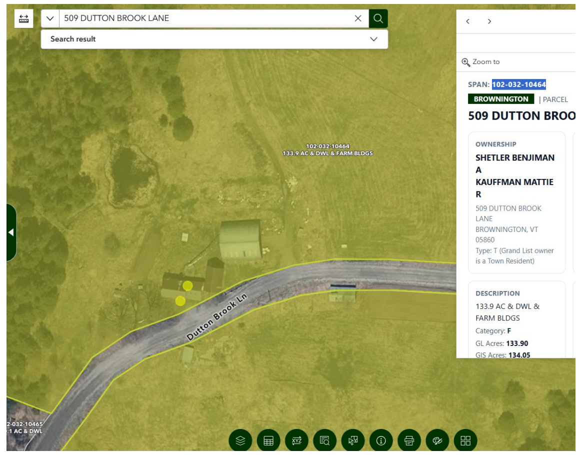
Brownington VT

-133.9 acres about 40% open, small fields, statewide and prime soils

-farm buildings obsolete and in disrepair.

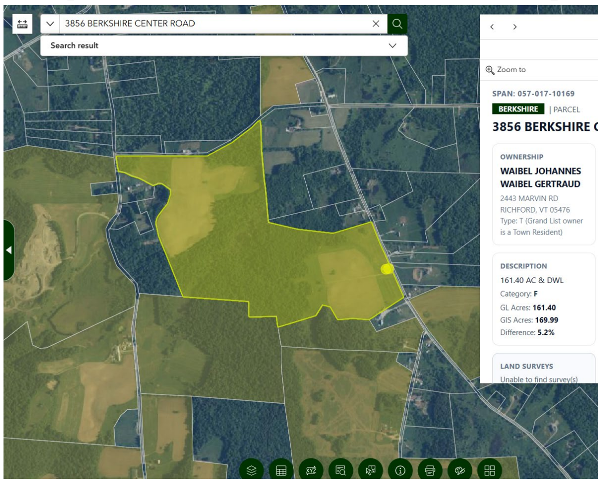
-Dwelling ~3000sf cape in fair condition

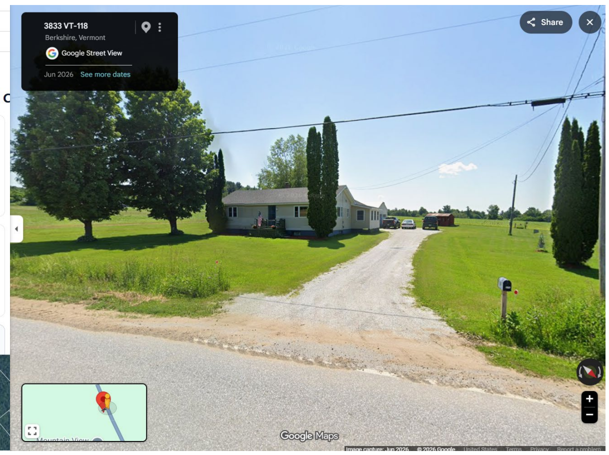




3856 Berkshire Center Rd Berkshire VT Sold $500,000.00 3/5/24

-169 acres, about 74 open in two ag fields. Small dwelling, no farm infrastructure.
-Conservation easement only covers 107 acres of western property. 60+ acres containing *dwelling is not subject to OPAV*, and *large field adjacent to commercial properties is not subject to any easement*.
-Sale price revised from VLT records. Was sold as part of a large multi-part transaction, (see below in property transfer tax records) with valuations misassigned to parcels- clarified by calling new owners that state records erroneously swap sale price of the home farm (2315 North Road, with massive dairy headquarters), recorded at $500,000, with this parcel, recorded at $1,581,250.



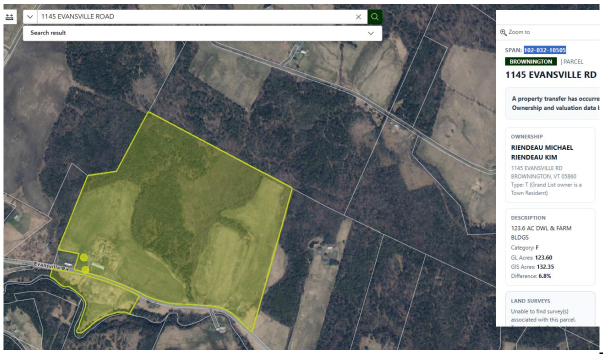


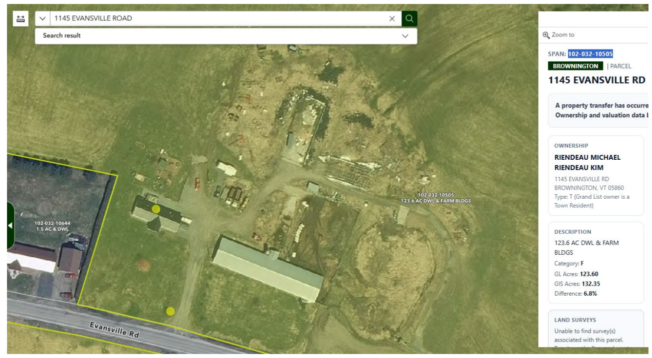
Add Selected Items To Your Favorites | OK

Check All None	More Info	Recorded Closed	Participants S = Seller B = Buyer	Address Town County Map	Use Before Use After # Units	Acres $/Acre	Price Sold Grand List Sold/List Fair Mkt
☐	View Print	02/15/24 02/13/24	THOMPSON-ATHERTON KARIE (S) WAIBEL JOHANNES (B) WAIBEL GERTRAUD (B)	1401 MINERAL BROOK ROAD Berkshire, VT Franklin County Vicinity Map	Operating Farm Operating Farm	62.00 $15,323	$950,000 $103,900 914% Yes
☐	View Print	02/15/24 02/13/24	THOMPSON-ATHERTON KARIE (S) WAIBEL JOHANNES (B) WAIBEL GERTRAID (B)	1448 MINERAL BROOK ROAD Berkshire, VT Franklin County Vicinity Map	Operating Farm Operating Farm	32.00 --	$0 $183,600 -- No
☐	View Print	02/15/24 02/13/24	THOMPSON-ATHERTON KARIE (S) WAIBEL JOHANNES (B) WAIBEL GERTRAUD (B)	960 SKUNK HOLLOW ROAD Berkshire, VT Franklin County Vicinity Map	Operating Farm Operating Farm	17.22 --	$0 $48,300 -- No
☐	View Print	03/11/24 03/05/24	THOMPSON-ATHERTON KARIE (S) WAIBEL JOHANNES (B) WAIBEL GERTRAUD (B)	2561 NORTH ROAD Berkshire, VT Franklin County Vicinity Map	Other Other	0.00 --	$0 $23,200 -- No
☐	View Print	03/11/24 03/05/24	THOMPSON-ATHERTON KARIE (S) WAIBEL JOHANNES (B) WAIBEL GERTRAUD (B)	3856 BERKSHIRE CENTER ROAD Berkshire, VT Franklin County Vicinity Map	Operating Farm Operating Farm	161.40 $9,797	$1,581,250 $320,300 494% Yes
☐	View Print	03/11/24 03/05/24	THOMPSON REBEKAH (S) WAIBEL JOHANNES (B) WAIBEL GERTRAUD (B)	2565 NORTH ROAD Berkshire, VT Franklin County Vicinity Map	Primary Residence Other	5.00 $56,000	$280,000 $192,400 146% Yes
☐	View Print	03/11/24 03/05/24	THOMPSON-ATHERTON KARIE (S) WAIBEL JOHANNES (B) WAIBEL GERTRAUD (B)	PORTION OF 2315 NORTH ROAD Berkshire, VT Franklin County	Operating Farm Operating Farm	166.40 $3,005	$500,000 $859,100 58% No

<u>1145 EVANSVILLE ROAD Sold 102-032-10505 5/21/26 $375,000</u>

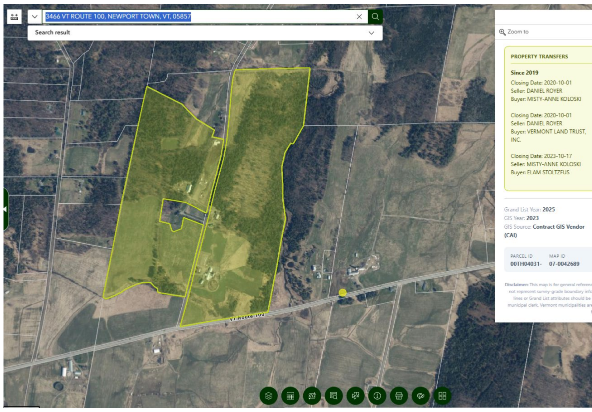
121 acres 40% open prime and statewide soils
-contains ~7000sf modern poultry barn
-manufactured home

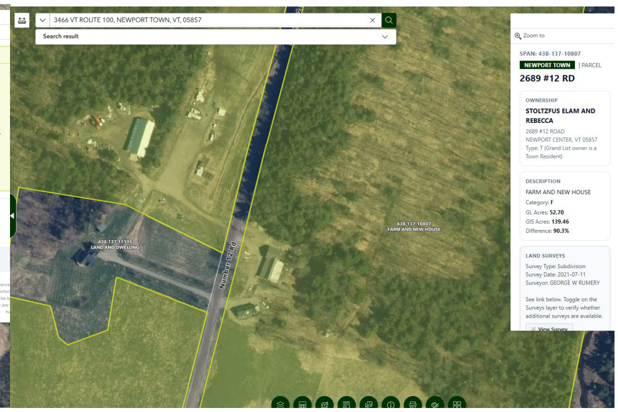


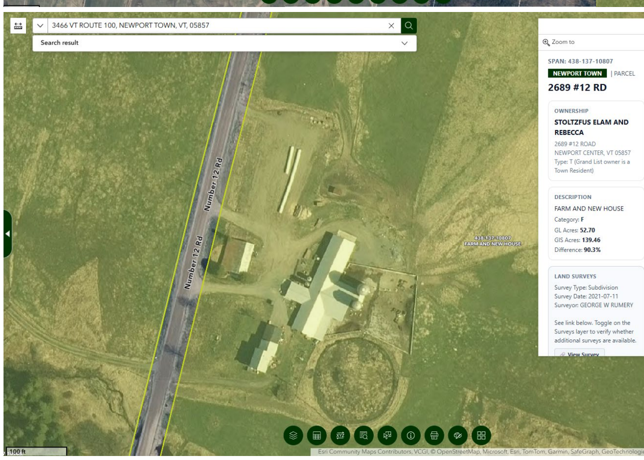


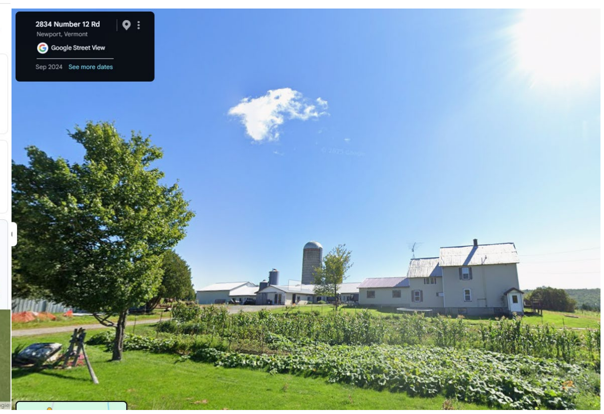
#12 Road/3466-3808 Vermont Rte 100 Newport Town VT Sold 10/17/23 $385,000

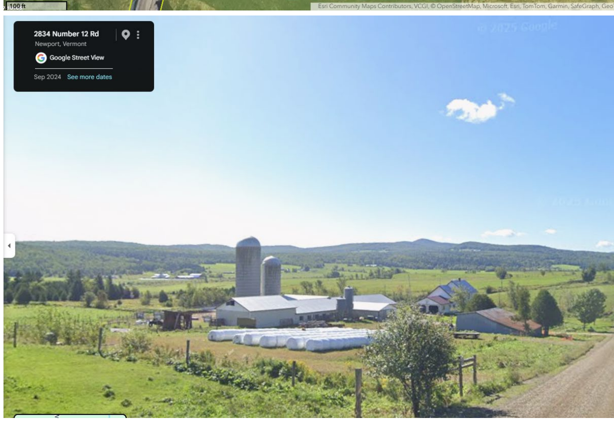
-135.7 acres about 1/3 open, statewide, unlisted, and some prime soils
-2 dwellings
~ 13000 sf shops, barns, and functionally obsolete small scale dairy

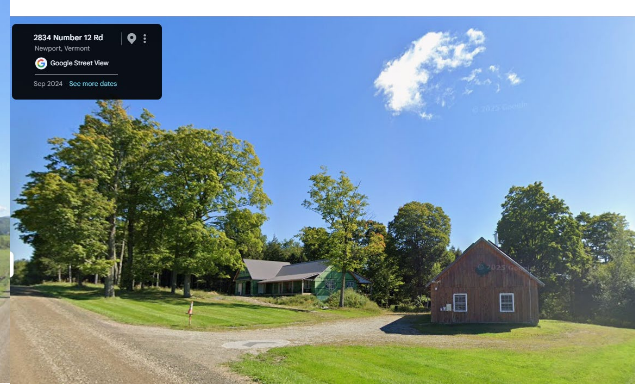






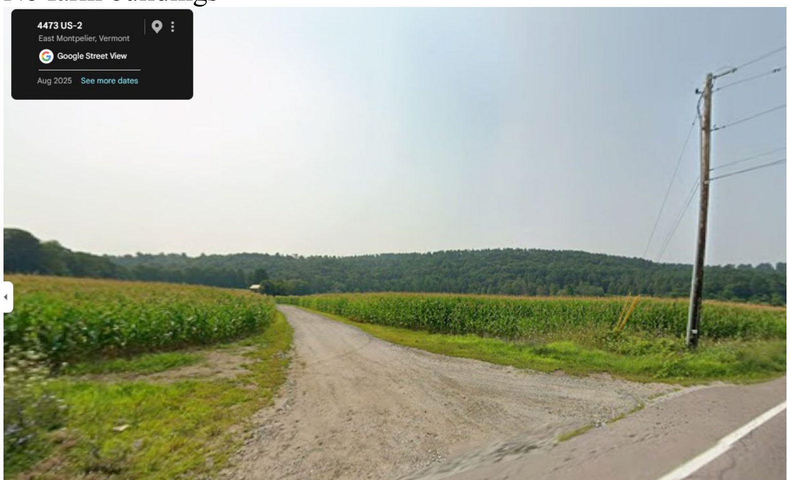


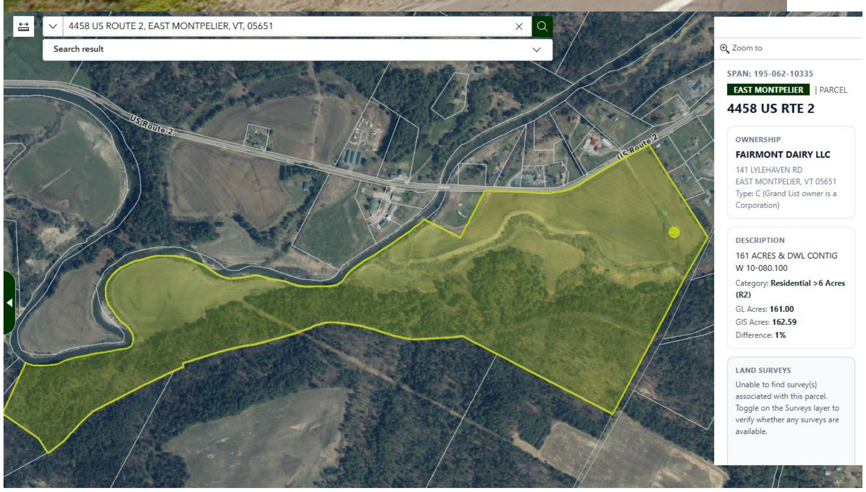




4458 US ROUTE 2 Sold 11/17/23 for $350,200

161 acres ~40% open statewide soils in large field for corn
1800 sf dwelling in good condition, private, set back from road.
No farm buildings





East Montpelier, VT - Property Database - Detail Result

Last Updated: August 10, 2023 | Official copies of data must be obtained at the East Montpelier Town Office.

Powered by NEMRC FUND ACCOUNTING www.nemrc.com

New Search   Print

Owner Information

Parcel	10-080000
Owner	FAIRMONT FARMS INC 141 LYLEHAVEN RD EAST MONTPELIER, VT 05651
Location	4458 US RTE 2
Sec/TWP/Range	
Descr	161 ACC & DWL CONT W 09-00-90.500

Parcel Value Information

Land Value	207,600	Homestead	350,200
Dwelling Value	122,600	Housesite	201,100
Site Imprvmnt	20,000		
Outbuildings			
Total	350,200		

Photo not available.

Parcel Information

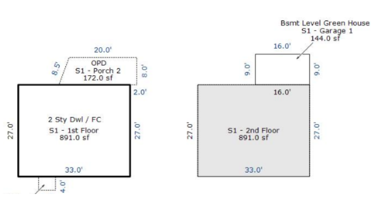
NBHD	9	SPAN	195-062-10335
Acres	161	Status	A - Active

Sales Information

Book	62	Sale Date	/ /
Page	306	Sale Price	

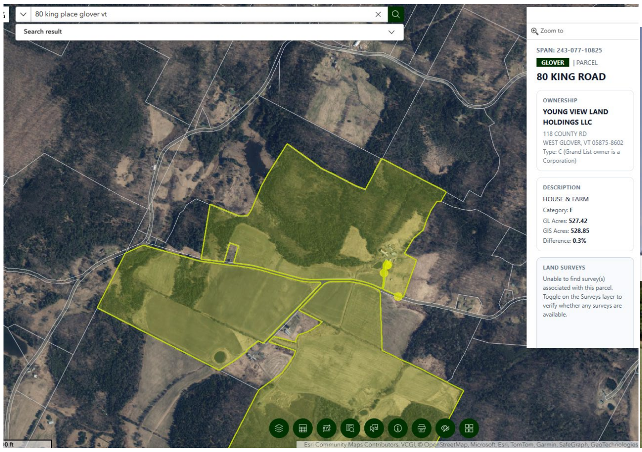
BUILDING	Total Rooms	6	Year Built	1982	Building SF	1782.00	Energy Adj	Good	Roughins	1
	Bedrooms	4	Effect Age		Quality	3.00	Bsmt Wall	Conc 8in	Plumb Fixt	10
	Full Baths	2	Condition	Good	Style	2 Story	Bsmt SF	891	Fireplaces	
	Half Baths		Phys Depr	16	Design	Two Story	Bsmt Fin		Porch	192
	Kitchens	1	Funct Depr		Bldg Type	Single	Bsmt Fin SF		Gar/Shed	144
			Econ Depr	5						
	Notes									
LAND	Land	1	Area	2.00	Grade	1.00	Frontage		Depth	
LAND	Land	5	Area	159.00	Grade	0.60	Frontage		Depth	

Sketch



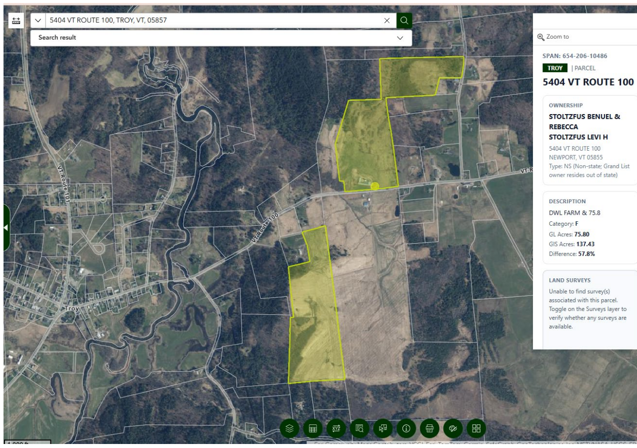
<u>80 King Place, Glover VT Sold 4/30/24 for $600,000</u>

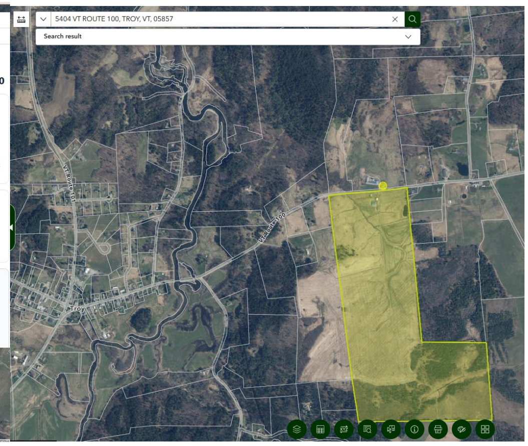
188.42 acres 88 acres open land prime and statewide soils
2200 sf good dwellling, functionally obsolete farm buildings.
Includes 13.5 acre farmstead complex, FLH right
Includes 5 acre un-conserved parcel and 8.5 acre un-conserved parcel.
Purchased by abutter

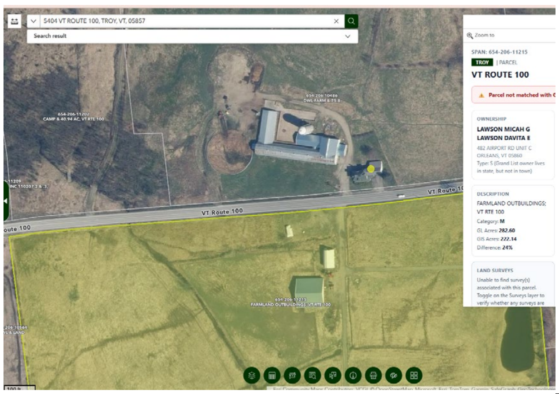


Oversize parcels:

5405 VT RT 100

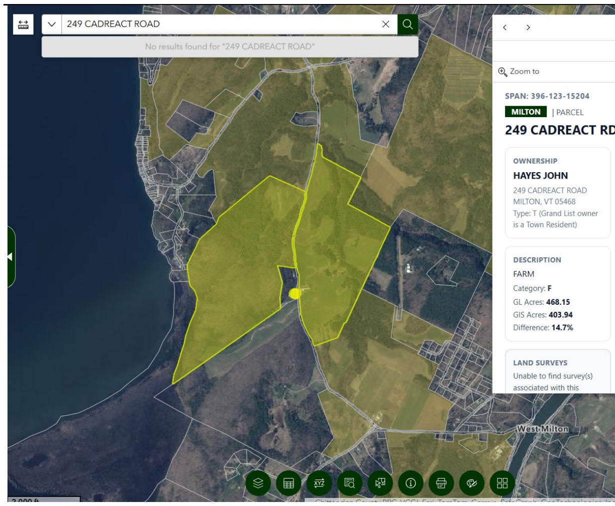






<u>249 Cadreact Rd $475,000.00 9/20/2023</u>

469 acres acres about 135 open
Functionally obsolete tie stall dairy barn
Well maintained dwelling

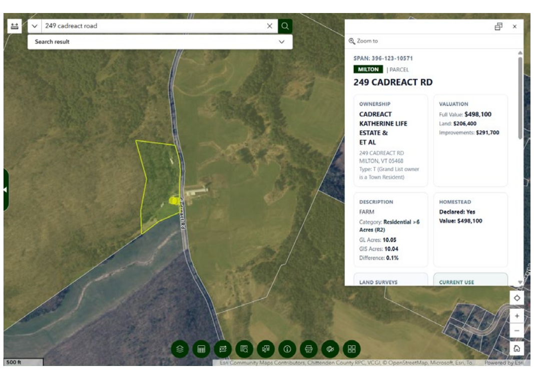


Price Sold: Real Estate	$475,000
Price Sold: Personal Property	$0
Price Sold: Real Estate + Personal	$475,000
Appraised Value: Grand List	$1,125,700 (Year 2023)
Real Estate Price / Grand List	42%
Real Estate Price / Acre	$1,013 (469.00 acres)
Transfer Tax: Amount Due	$6,887.50
Value of Residence Up To The First $100K	$0
"Current Use" Value	--
"Working Farm" Value	--

Property Characteristics:	
Acres	469.00
Category	Farms
Use Before	Operating Farm
Use After	Operating Farm
Buildings	Single Family Dwelling Farm Buildings
Dev. Rights	No development rights.

Sales Type:	
Type	Special Sale
Circumstances	Price Paid less than value of land
Financing	Owner
Transfer Type	Fee Simple
Other Factors	No development rights. Property was purchased by tenant.

Tax Exemptions:	
Transfer Tax	--
Land Gains Tax	Sale of land held by the seller for six years or longer.
Witholding Tax	--

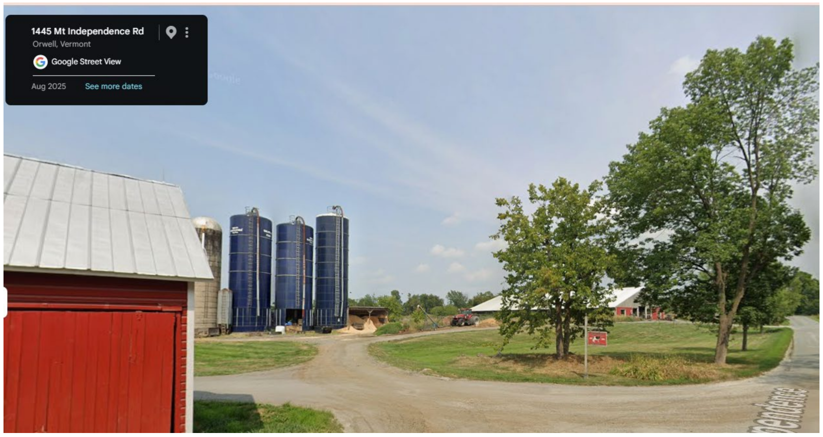


<u>Mt Indepenendence/ Bascom Road sold 12/5/23 for $2,111,180</u>

582 acres,

30000+ sf Farm buildings

3 dwellings



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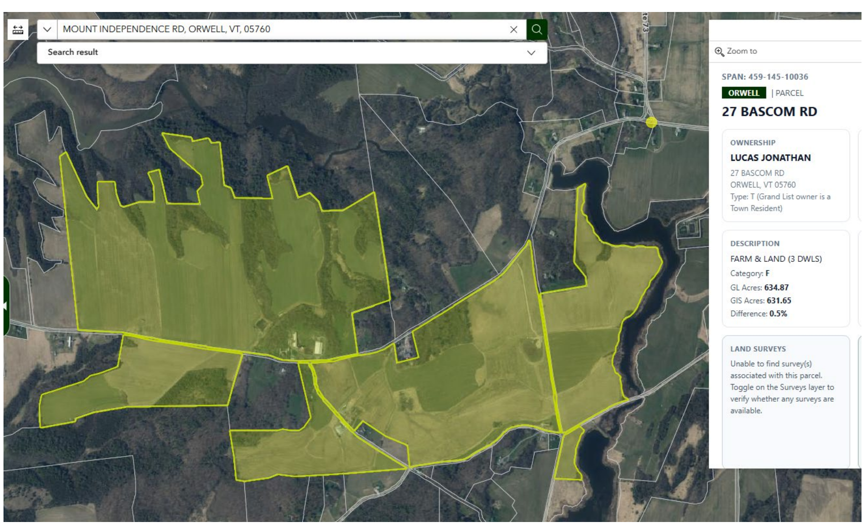
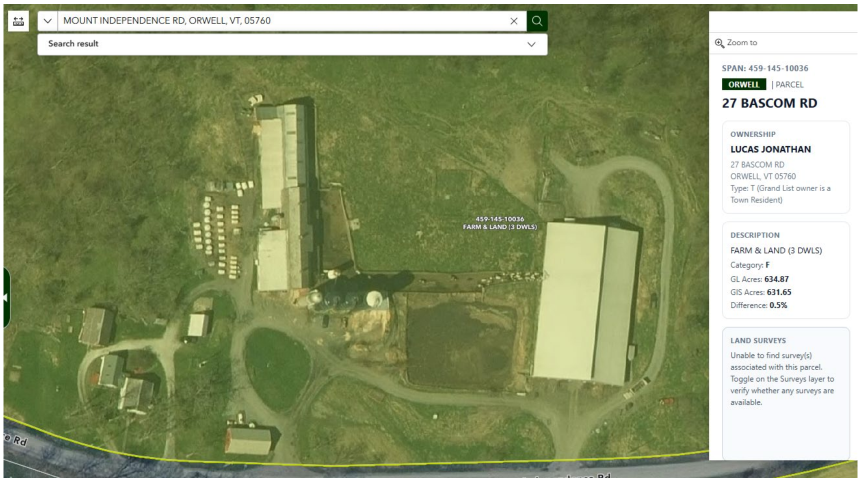
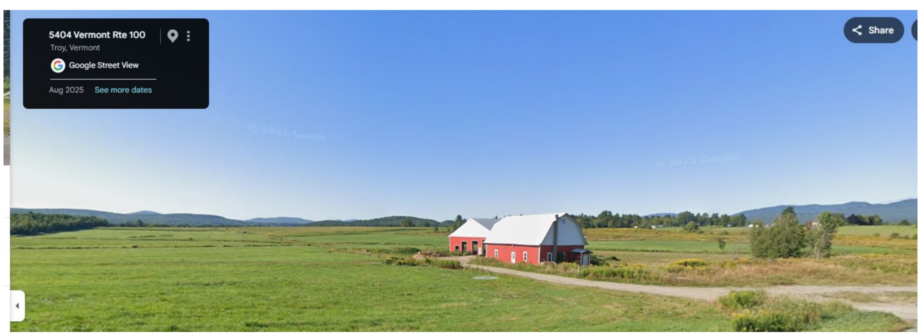
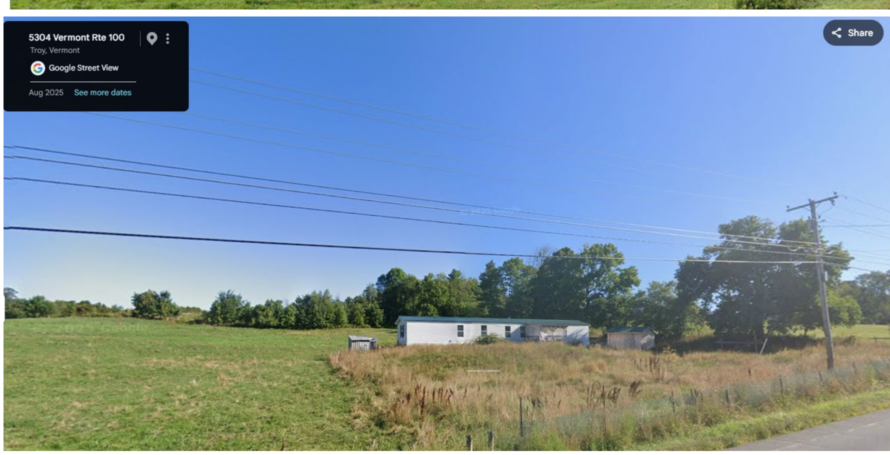



MOUNT INDEPENDENCE RD, ORWELL, VT, 05760
Search result
459-145-10036
FARM & LAND (3 DWLS)
Zoom to
SPAN: 459-145-10036
ORWELL | PARCEL
27 BASCOM RD
OWNERSHIP
LUCAS JONATHAN
27 BASCOM RD
ORWELL, VT 05760
Type: T (Grand List owner is a Town Resident)
DESCRIPTION
FARM & LAND (3 DWLS)
Category: F
GL Acres: 634.87
GIS Acres: 631.65
Difference: 0.5%
LAND SURVEYS
Unable to find survey(s) associated with this parcel. Toggle on the Surveys layer to verify whether any surveys are available.


1445 Mt Independence Rd
Orwell, Vermont
Google Street View
Aug 2025
See more dates
Share


5404 Vermont Rte 100
Troy, Vermont
Google Street View
Aug 2025
See more dates
Share


5304 Vermont Rte 100
Troy, Vermont
Google Street View
Aug 2025
See more dates
Share

Appendix E: Vermont Census of Agriculture County-level Summary Data

Table 1. **County Summary Highlights: 2022**

[For meaning of abbreviations and symbols, see introductory text.]

Item	Vermont	Addison	Bennington	Caledonia	Chittenden	Essex	Franklin
Farms … number	6,537	751	251	487	584	98	707
Land in farms … acres	1,173,890	177,719	37,248	85,015	74,472	37,842	182,060
Average size of farm … acres	180	237	148	175	128	386	258
Median size of farm … acres	73	75	40	85	50	125	100
Estimated market value of land and buildings:							
Average per farm … dollars	741,648	906,763	619,803	592,684	794,512	910,078	1,005,877
Average per acre … dollars	4,130	3,832	4,177	3,395	6,230	2,357	3,906
Estimated market value of all machinery and equipment … $1,000	742,302	127,938	24,340	50,349	59,588	7,873	128,367
Average per farm … dollars	113,554	170,357	96,973	103,385	102,035	80,340	181,566
Farms by size:							
1 to 9 acres	816	79	61	41	93	9	59
10 to 49 acres	1,877	244	71	143	194	16	178
50 to 179 acres	2,101	232	71	150	182	37	208
180 to 499 acres	1,280	112	39	113	83	27	177
500 to 999 acres	296	43	2	35	21	4	51
1,000 acres or more	167	41	7	5	11	5	34
Total cropland … farms	4,844	584	173	382	431	75	514
acres	436,297	109,133	7,114	29,326	28,520	5,546	77,854
Harvested cropland … farms	4,171	498	157	331	370	65	444
acres	372,554	100,071	5,621	25,326	21,167	4,347	70,991
Irrigated land … farms	777	95	27	59	86	11	55
acres	3,758	948	527	185	311	69	241
Market value of agricultural products sold … $1,000	1,033,194	262,927	22,547	53,163	56,738	15,224	247,488
Average per farm … dollars	158,053	350,103	89,830	109,164	97,155	155,349	350,053
Crops, including nursery and greenhouse crops … $1,000	326,483	48,344	15,816	13,290	35,116	12,184	67,280
Livestock, poultry, and their products … $1,000	706,712	214,583	6,731	39,873	21,623	3,040	180,208
Farms by value of sales:							
Less than $2,500	2,092	196	116	122	227	30	136
$2,500 to $4,999	665	79	33	64	44	12	55
$5,000 to $9,999	756	68	30	59	62	8	61
$10,000 to $24,999	956	126	25	91	63	6	126
$25,000 to $49,999	585	60	11	45	59	11	69
$50,000 to $99,999	418	60	12	31	36	4	62
$100,000 or more	1,065	162	24	75	93	27	198
Government payments … farms	982	150	19	83	84	7	199
$1,000	8,629	2,205	37	583	661	21	2,374
Total income from farm-related sources … farms	2,511	313	78	172	244	51	359
$1,000	63,114	10,699	2,168	3,157	6,229	303	11,533
Total farm production expenses … $1,000	794,317	186,044	17,674	45,974	48,666	7,961	171,589
Average per farm … dollars	121,511	247,728	70,415	94,403	83,333	81,232	242,700
Net cash farm income of the operations … farms	6,537	751	251	487	584	98	707
$1,000	310,620	89,787	7,077	10,929	14,961	7,588	89,805
Average per farm … dollars	47,517	119,557	28,197	22,441	25,619	77,429	127,023
Livestock and poultry:							
Cattle and calves inventory … farms	1,691	196	77	147	96	15	212
number	214,567	62,820	2,425	12,575	7,822	1,256	47,401
Beef cows … farms	1,156	130	64	83	74	11	120
number	14,378	1,891	425	1,012	1,099	77	2,605
Milk cows … farms	528	74	24	46	21	4	94
number	105,514	31,363	1,037	4,841	3,139	558	27,354
Cattle and calves sold … farms	1,288	167	28	115	58	13	192
number	78,518	16,577	669	7,292	2,927	366	18,848
Hogs and pigs inventory … farms	272	45	6	24	6	2	22
number	5,602	1,074	64	1,158	(D)	(D)	(D)
Hogs and pigs sold … farms	303	51	7	33	14	2	13
number	9,787	1,137	87	1,735	384	(D)	(D)
Sheep and lambs inventory … farms	676	85	22	57	69	3	33
number	17,888	4,296	229	1,528	2,201	(D)	328
Layers inventory … farms	1,345	133	57	102	99	23	92
number	163,054	37,489	1,548	63,179	4,791	(D)	22,894
Broilers and other meat-type chickens sold … farms	274	12	3	21	18	9	27
number	467,308	(D)	1,700	1,655	25,328	(D)	2,726
Selected crops harvested:							
Corn for grain … farms	82	14	-	2	9	1	31
acres	12,028	1,963	-	(D)	878	(D)	5,904
bushels	2,109,952	299,173	-	(D)	139,862	(D)	1,078,167
Corn for silage or greenchop … farms	338	66	4	32	25	7	68
acres	74,880	22,795	(D)	3,937	2,354	793	19,361
tons	1,405,875	399,067	11,604	71,189	44,614	17,445	378,959
Wheat for grain, all … farms	15	7	-	3	3	-	1
acres	1,216	598	-	(D)	258	-	(D)
bushels	46,608	17,293	-	(D)	8,340	-	(D)
Winter wheat for grain … farms	15	7	-	3	3	-	1
acres	1,216	598	-	(D)	258	-	(D)
bushels	46,608	17,293	-	(D)	8,340	-	(D)
Oats for grain … farms	7	-	-	-	-	-	4
acres	91	-	-	-	-	-	82
bushels	4,224	-	-	-	-	-	3,639
Barley for grain … farms	3	-	-	3	-	-	-
acres	210	-	-	210	-	-	-
bushels	10,500	-	-	10,500	-	-	-
Sorghum for silage or greenchop … farms	2	-	-	-	2	-	-
acres	(D)	-	-	-	(D)	-	-
tons	(D)	-	-	-	(D)	-	-

--continued

Table 1. **County Summary Highlights: 2022** (continued)

[For meaning of abbreviations and symbols, see introductory text.]

Item	Grand Isle	Lamoille	Orange	Orleans	Rutland	Washington	Windham	Windsor
Farms ....number	130	289	527	545	624	475	382	687
Land in farms ....acres	14,272	56,504	87,430	121,559	116,540	56,396	42,675	84,158
Average size of farm ....acres	110	196	166	223	187	119	112	123
Median size of farm ....acres	23	94	96	100	89	44	43	61
Estimated market value of land and buildings:								
Average per farm ....dollars	817,301	685,869	735,148	839,342	633,732	600,447	574,390	595,663
Average per acre ....dollars	7,445	3,508	4,431	3,763	3,393	5,057	5,142	4,863
Estimated market value of all machinery and equipment $1,000	13,574	31,628	50,846	78,887	50,614	37,377	28,434	52,487
Average per farm ....dollars	104,416	109,440	96,482	144,747	81,113	78,688	74,434	76,400
Farms by size:								
1 to 9 acres	38	34	35	36	83	76	93	79
10 to 49 acres	38	68	109	148	159	169	113	227
50 to 179 acres	24	94	216	198	201	140	100	248
180 to 499 acres	25	76	145	111	122	78	59	113
500 to 999 acres	2	5	12	41	44	7	16	13
1,000 acres or more	3	12	10	11	15	5	1	7
Total cropland ....farms	111	180	397	400	484	372	269	472
acres	9,920	9,051	30,834	49,472	32,544	17,514	9,688	19,781
Harvested cropland ....farms	106	153	355	340	409	314	238	391
acres	8,850	4,901	25,645	41,797	25,530	14,460	8,277	15,571
Irrigated land ....farms	24	32	47	34	60	81	90	76
acres	72	171	266	87	173	232	306	170
Market value of agricultural products sold $1,000	22,050	27,995	67,038	116,677	40,442	38,537	29,058	33,310
Average per farm ....dollars	169,613	96,869	127,207	214,086	64,810	81,130	76,068	48,487
Crops, including nursery and greenhouse crops $1,000	3,863	19,349	18,407	27,574	17,658	13,984	14,319	19,299
Livestock, poultry, and their products $1,000	18,186	8,646	48,631	89,103	22,784	24,552	14,739	14,012
Farms by value of sales:								
Less than $2,500	39	83	136	161	220	186	137	303
$2,500 to $4,999	26	20	70	55	54	43	45	65
$5,000 to $9,999	4	27	95	52	95	67	61	67
$10,000 to $24,999	21	48	73	52	67	73	61	124
$25,000 to $49,999	10	29	43	63	68	50	22	45
$50,000 to $99,999	15	20	36	54	32	21	16	19
$100,000 or more	15	62	74	108	88	35	40	64
Government payments ....farms	12	47	81	88	88	36	38	50
$1,000	141	146	524	794	437	282	202	223
Total income from farm-related sources ....farms	28	105	203	226	184	146	153	249
$1,000	435	2,545	6,123	4,013	3,044	6,997	2,859	3,009
Total farm production expenses $1,000	15,209	18,496	52,998	89,495	36,628	37,594	32,663	33,326
Average per farm ....dollars	116,993	63,999	100,566	164,211	58,699	79,146	85,504	48,509
Net cash farm income of the operations ....farms	130	289	527	545	624	475	382	687
$1,000	7,417	12,190	20,687	31,990	7,294	8,221	-543	3,217
Average per farm ....dollars	57,054	42,181	39,253	58,696	11,690	17,307	-1,422	4,683
Livestock and poultry:								
Cattle and calves inventory ....farms	25	51	192	188	185	83	81	143
number	5,176	2,813	17,068	29,246	8,017	7,102	4,576	6,270
Beef cows ....farms	20	37	142	124	140	59	51	101
number	417	343	1,282	1,700	1,358	401	271	1,497
Milk cows ....farms	3	17	61	67	43	28	18	28
number	2,600	1,194	8,090	14,989	2,949	3,662	1,976	1,762
Cattle and calves sold ....farms	22	37	154	159	139	53	50	101
number	2,023	1,598	5,615	10,512	5,508	2,633	1,506	2,444
Hogs and pigs inventory ....farms	-	14	19	33	42	27	13	19
number	-	100	185	245	897	156	123	574
Hogs and pigs sold ....farms	-	13	24	33	40	26	21	26
number	-	280	463	693	789	287	(D)	1,115
Sheep and lambs inventory ....farms	14	16	60	54	73	40	29	121
number	(D)	443	973	969	2,671	560	1,396	2,005
Layers inventory ....farms	17	56	117	109	136	102	113	189
number	(D)	1,783	4,004	3,858	4,227	4,789	4,536	6,974
Broilers and other meat-type chickens sold ....farms	3	16	21	27	39	22	30	26
number	13,212	(D)	580	72,718	4,424	1,834	9,728	6,966
Selected crops harvested:								
Corn for grain ....farms	4	1	-	2	7	7	3	1
acres	716	(D)	-	(D)	818	265	3	(D)
bushels	(D)	(D)	-	(D)	152,236	32,450	105	(D)
Corn for silage or greenchop ....farms	8	4	34	25	37	8	5	15
acres	1,898	(D)	5,218	9,195	3,311	2,449	1,458	1,175
tons	29,559	(D)	99,733	183,855	61,011	(D)	28,774	29,355
Wheat for grain, all ....farms	-	-	-	-	1	-	-	-
acres	-	-	-	-	(D)	-	-	-
bushels	-	-	-	-	(D)	-	-	-
Winter wheat for grain ....farms	-	-	-	-	1	-	-	-
acres	-	-	-	-	(D)	-	-	-
bushels	-	-	-	-	(D)	-	-	-
Oats for grain ....farms	-	-	-	3	-	-	-	-
acres	-	-	-	9	-	-	-	-
bushels	-	-	-	585	-	-	-	-
Barley for grain ....farms	-	-	-	-	-	-	-	-
acres	-	-	-	-	-	-	-	-
bushels	-	-	-	-	-	-	-	-
Sorghum for silage or greenchop ....farms	-	-	-	-	-	-	-	-
acres	-	-	-	-	-	-	-	-
tons	-	-	-	-	-	-	-	-

--continued

Table 1. **County Summary Highlights: 2022** (continued)

[For meaning of abbreviations and symbols, see introductory text.]

Item	Vermont	Addison	Bennington	Caledonia	Chittenden	Essex	Franklin
Selected crops harvested: - Con.							
Soybeans for beans ... farms	44	14	-	-	9	-	13
acres	5,876	3,660	-	-	690	-	1,109
bushels	201,113	113,474	-	-	29,165	-	40,137
Dry edible beans, excluding chickpeas and limas ... farms	3	-	-	-	-	-	-
acres	3	-	-	-	-	-	-
cwt	75	-	-	-	-	-	-
Forage - land used for all hay and haylage, grass silage, and greenchop ... farms	2,766	381	91	259	209	32	324
acres	265,275	70,114	3,969	20,422	15,355	2,410	43,658
tons, dry equivalent	840,810	222,664	8,969	45,161	37,493	6,876	193,238
Sunflower seed, all ... farms	4	-	-	-	3	-	-
acres	4	-	-	-	(D)	-	-
pounds	200	-	-	-	(D)	-	-
Vegetables harvested for sale ... farms	744	65	22	44	99	6	43
acres	3,959	232	113	130	673	145	351
Potatoes ... farms	241	29	9	21	35	5	9
acres	342	13	7	7	26	135	20
Sweet potatoes ... farms	28	3	1	3	8	-	-
acres	45	3	(D)	(Z)	6	-	-
Land in orchards ... farms	441	39	12	21	43	7	26
acres	3,136	493	687	100	300	24	58

Item	Grand Isle	Lamoille	Orange	Orleans	Rutland	Washington	Windham	Windsor
Selected crops harvested: - Con.								
Soybeans for beans ... farms	1	2	-	-	5	-	-	-
acres	(D)	(D)	-	-	232	-	-	-
bushels	(D)	(D)	-	-	10,030	-	-	-
Dry edible beans, excluding chickpeas and limas ... farms	-	-	-	-	-	3	-	-
acres	-	-	-	-	-	3	-	-
cwt	-	-	-	-	-	75	-	-
Forage - land used for all hay and haylage, grass silage, and greenchop ... farms	55	84	261	241	290	151	105	283
acres	5,898	3,556	19,595	30,206	20,238	10,713	5,450	13,691
tons, dry equivalent	21,821	8,026	56,629	115,753	37,070	38,076	13,290	35,744
Sunflower seed, all ... farms	-	-	-	-	-	-	1	-
acres	-	-	-	-	-	-	(D)	-
pounds	-	-	-	-	-	-	(D)	-
Vegetables harvested for sale ... farms	18	43	54	35	71	100	75	69
acres	59	199	432	102	387	283	433	422
Potatoes ... farms	5	3	28	18	26	20	13	20
acres	(D)	(D)	50	17	27	6	9	11
Sweet potatoes ... farms	3	1	1	-	2	-	-	6
acres	(Z)	(D)	(D)	-	(D)	-	-	1
Land in orchards ... farms	29	15	24	37	40	50	49	49
acres	143	42	160	123	111	131	615	150

Appendix F: Stipulation Agreement and Negotiation Documents from 2015 Superior Court Case and Settlement

STATE OF VERMONT
SUPERIOR COURT CIVIL DIVISION

Windsor Unit — Docket No. 579-9-13 Wrcv

CHRISTOPHER POLASHENSKI	)
and NORAH LAKE,	)
Appellants	)
	)
v.	)
	)
	)
TOWN OF NORWICH,	)
Appellee	)

STIPULATION FOR SETTLEMENT

NOW COME Christopher Polashenski and Norah Lake, by and through their attorneys, Hershenson, Carter, Scott and McGee, and the Town of Norwich, by and through its attorneys, Hayes & Windish, and stipulate as follows:

1. The assessed value for the Tax Map Parcel 05-095.400 (Upper Parcel containing the two acre house site plus 19.19 additional acres) for Tax Year 2013 shall be as set forth below:

Homesite (2 acres)	14,100.00
Buildings (house and attached garage)	132,000.00
Site improvements and outbuildings	90,800.00
Land (19.19 acres)	26,800.00
	263,700.00

2. The assessed value for Tax Map Parcel 05-095.300 (lower parcel along Rt 132) for Tax Year 2013 shall be as set forth below:

Site improvements and outbuildings	68,000.00
Land (14 acres)	21,400.00
Land (42.44 acres)	51,700.00
	141,100.00

3. The values determined shall remain set for Tax Years 2013, 2014 and 2015, unless the owners make changes requiring reassessment or the Town undertakes a general reassessment. The owners' new house being constructed on parcel 05-095.300 will trigger a reassessment only of the value of that parcel absent changes to other parcels included in owner's holdings .

4. The Town will pay Christopher Polashenski and Norah Lake the full amount by which they overpaid their real estate taxes on their Norwich land and premises once the reduced tax burden is calculated using the agreed assessed value as detailed in paragraphs 2 and 3 above, and the

Town will pay the interest on the overpayments provided by law, to wit, 1% per month for the first three months and 1.5% per month thereafter. A spreadsheet showing the reduced taxes payable under the settlement and the net overpayments along with the amount of interest due is attached as **Attachment 5.**

5. In determining the taxes on the dwelling parcel (05-095.400), the town shall apply the resident/nonresident allocation applicable to the state education tax calculation. In 2013, 32 % of the property was in non-residential use and 68% was in residential use. In 2014, 66% was in nonresidential use and 34% was in residential use.

6. The owners shall be provided in all years with the benefit of the $4,800 exemption contract for a $4,800 reduction in their taxable assessment.

7. The owners shall waive their statutory right to reimbursement of the appeal filing fee.

8. The tax assessment for 2013 and 2014 shall be as shown on the attached revised mock tax bills reflecting the adjustments specified herein. The revised mock tax bills show the revised values and numbers and are marked as follows: 2013 tax bill for parcel 05-095.400 is marked **Attachment 1**; 2013 tax bill for parcel 05-095.300 is marked **Attachment 2**; 2014 tax bill for parcel 05-095.400 is marked **Attachment 3**; and 2014 tax bill for parcel 05-095.300 is marked **Attachment 4.**

9. This case shall be dismissed with each party to bear their own costs and expenses.

Dated at Norwich, Vermont this 11 day of May, 2015.

Christopher Polashenski
Norah Lake

By: ______________________
Scott McGee, their attorney

Dated at Norwich, Vermont this _____ day of May, 2015.

Town of Norwich

By: ______________________
Thomas Hayes, its attorney

HERSHENSON, CARTER, SCOTT and McGEE, P.C.

C. Daniel Hershenson
Peter H. Carter*
Catherine W. Scott*
P. Scott McGee

Nathan H. Stearns*
Eric K. Goldwarg

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www.hcsmlaw.com

General Practice of Law
Vermont and New Hampshire*

November 7, 2014

Via email: thayes@hayes-windish.com
Thomas Hayes, Esq.
Hayes & Windish, P.C.
45 Pleasant Street
Woodstock, VT 05091

Re: Chris Polashenski and Norah Lake Norwich Tax Appeal

Dear Tom:

My clients and I have discussed the town's reaction to my clients' renewed request to settle this appeal without further litigation costs to either side. We were surprised to learn of the town's unwillingness to accept a settlement offer that is more favorable to the town than the town will likely achieve through a court decision on the appeal. My clients do not believe that further litigation is in the town's interest or theirs.

In a last effort to resolve the appeal without further litigation, my clients will agree to the following settlement:

> My clients will accept a town-assessed value of $404,795. This value represents the $407,600 value provided by the Larson appraisal (without rounding), reduced at $1,500 per acre for the 1.87 acre overstatement of the parcel size. In addition, as a part of this proposed settlement, the town will agree to allocate to the house and house lot $147,832 of the total agreed town-assessed value. This represents 43% of the average of the town and landowner appraised values. The agreed appraisal will have the benefit of the statutory three-year lock-in in the absence of a town-wide reappraisal.

The allocation between the house and house lot on the one hand, and the remaining property with the farm building improvements on the other is of critical importance to my clients since they pay taxes on the full assessed value of the house and house lot, but pay taxes only on the use value of the remainder of the property and outbuildings that are in use-value programs.

This proposed settlement will give the town the full tax revenue derived from the value determined by the town's appraisal. The tax revenue will be paid through a combination of use-value reimbursements from the state and direct payments from my clients. This proposed settlement removes any financial incentive for the town to proceed with litigation. My clients would pay for the agreed taxable value allocated to the house and house lot reflecting the same percentage value allocated to the house and the house lot in the Larson appraisal. The only difference is that for purposes of that allocation, and as a part of the settlement, the town would agree to use the average of the two appraisals rather than simply the Larson appraisal. The net tax revenue to the town is the same either way since the overall agreed town-assessed value will be as determined by the Larson appraisal.

My clients are taxpayers in the town too. They feel it is important to offer this solution as a way of ensuring the town has every opportunity to safeguard taxpayer resources and avoid engaging in litigation when the outcome predictably will be no greater than can be achieved without litigation and could produce a far lower result for the town. They are, however, fully prepared to litigate the appeal if necessary to achieve an acceptable outcome. The support for their position is strong, and my clients believe that they will likely achieve a more favorable result than the terms proposed here.

We strongly encourage the town to consider this proposed resolution and weigh the strong evidence that will be presented. My clients will present a detailed appraisal by one of the most respected authorities on conservation easement property in the state which will support a value of $283,795.[1] They will demonstrate substantial material flaws in the town's independent appraisal that cause it to overstate the property value, and they will show that no comparable farm has sold anywhere in the state at or near the value the town proposes for the property. The Vermont Land Trust representatives will testify about how successful the land trust has been at maintaining the easements and enforcing the OPAVs to ensure farmer-to-farmer sales and maintain affordability.

We look forward to a favorable response to this proposed settlement.

Sincerely yours,

P. Scott McGee
Smcgee@hcsmlaw.com

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1 This is the value the Lamprey appraisal places on the Norwich portion of the farm after excluding the appraised value of the Thetford acres that are a part of the total farm property.

HERSHENSON, CARTER, SCOTT and McGEE, P.C.

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October 14, 2014

Via email: thayes@hayes-windish.com
Thomas Hayes, Esq.
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45 Pleasant Street
Woodstock, VT 05091

Re: Chris Polashenski and Norah Lake Norwich Tax Appeal

Dear Tom:

My clients were greatly disappointed by the town's minimal willingness to compromise at mediation to resolve the tax appeal. I would like to make several comments in hopes that perhaps we can still bring this case back to settlement mode before we each spend considerable dollars completing steps required to litigate resolution.

First, Neil apparently indicated to the mediator as a reason for his unwillingness to move that he was under political pressure to hold the line. We found that comment perplexing because at least two of the selectboard members at the BCA hearing supported our clients' position, and since that BCA hearing, one of the selectboard members who opposed our clients' position, Ed Childs, was defeated at the polls for reelection. We believe his replacement on the board would likely have sided with the members still on the board who favored our clients' position. That is relevant because the selectboard controls the litigation and clearly must be consulted regarding any settlement. We assume that they are being kept apprised of the settlement discussions and the positions of the parties at the mediation.

Second, both the town and the appellants have engaged well-respected appraisers to appraise the property. Before my clients purchased the property, the property was appraised twice by Robert Lamprey. The first time was for Charlotte Metcalf and was done to comply with IRS requirements to support a charitable donation. The goal of that appraisal, clearly, was to support a higher value that would benefit the client, to the extent such a value would be supported by comparable sales. The second appraisal by Robert Lamprey was done for the Vermont Land Trust as a due diligence precaution to ensure that the sale price to my clients fairly reflected the value. Mr. Lamprey's first appraisal resulted in a fair market value assessment of $293,000. His second appraisal resulted in a fair market value assessment of $299,000. No one has taken exception to his appraisals or to his comparables or his methodology. His 100+ page appraisal report is as thorough as any I have ever read. The value he placed on the farm property is well-supported in light of the very severe restrictions and limitations on the use and sale of the property. Indeed, we believe Mr. Lamprey could have justified a lower value given the absolute bar against a sale to any third party other than the Land Trust prior to 2017. Nonetheless, my clients accepted his appraisal, both in connection with their purchase and for purposes of their tax appeal.

Your clients retained Ralph Larson to conduct an appraisal. Mr. Larson came out with a higher value of $407,600 that he "rounded up" to $410,000. At our mediation session, we pointed out numerous errors in the Larson appraisal, each of which carried a calculable dollar adjustment. We initially offered to split the difference between the adjusted Larson appraisal and our clients' appraisal, but as the mediation progressed, we were willing to split the difference between the Larson appraisal without adjustments and the higher of the two Lamprey appraisals.

Third, the appeal process is expensive to both sides, and the cost of the litigation will quickly, if it has not already, outstrip the potential gain to either side. In my clients' case, as an accommodation to their circumstances and as a Norwich resident who strongly supports their preservation of the farm, I have reached the cap on fees that I set at the outset, so they are not faced with additional costs of litigation and are prepared to see this through to the final hearing if that is what the town insists on. We do not believe continuing the litigation is in the town's best interest.

We don't understand the town's refusal to accept our offer in compromise, given the cost of proceeding with litigation and the many intangible benefits to the town of maintaining a working farm within the town borders, particularly one which involves many Norwich citizens in its CSA program.

This appeal should be settled. We both know that if the presiding judge is faced with two competing appraisals by two reputable appraisers, the prospect is high that there will be a settlement close to the middle of the two. If one appraisal does not hold up as well as the other, the court may well bend in the direction of the one that bears up better. There is certainly good reason to believe that the court will bend in favor of the Lamprey appraisal. Nonetheless, my clients were and are prepared to settle the matter at the halfway point.

Fourth, my clients have asked me to tender the following further Settlement Proposal for the Selectboard's consideration: if we use the number the town's appraiser arrived at for my clients' property of $407,600, without rounding up, and if we make an adjustment at $1,500 an acre for the 1.87-acre overstatement of the Norwich acres[1], the Larson appraisal, adjusted for the correct size of the Norwich parcel, reflects a value of $404,795. If we were to split the difference between that value and the higher of the two Lamprey appraisals of $299,000, the halfway point would be $351,898.

My clients are prepared to settle this litigation by agreeing to $351,898 as the grand list value, with the understanding that the grand list value will be allocated between the residence and the use value protected property by applying the same percentages that are reflected in and derived from the Larson appraisal. By our calculation, the allocation of value to the residence and the ground under it is 42% in the Larson appraisal. My clients would want the benefit of the statutory three-year lock-in, but they recognize that there may be a partial town-wide reappraisal in the next year that would override the lock-in. The town would have the option of paying our clients the cumulative overpayment with accrued interest or applying the overpayment as a credit toward future taxes with the interest continuing to accrue on the uncredited balance until fully credited.

We ask that this proposed settlement be presented to the selectboard for its consideration.

Sincerely yours,

P. Scott McGee
Smcgee@hcsmlaw.com

PSM/mmb

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[1] As we discussed at mediation, the Norwich acreage is actually 77.63 acres, rather than the 79.5 indicated by Ralph Larson – I am attaching a copy of the Rockwood survey that created the subdivision that shows the Thetford acres at 9.47. When subtracted from the total farm acreage of 87.1, the total Norwich acreage is 77.63. Your appraiser adjusted for the Thetford acres at $1,500 an acre even though he placed a $2,500 an acre value of tillable soils elsewhere in his report. We are using the smaller number that is more favorable to the town.