



# Vermont Land Trust

CONSERVING LAND FOR THE FUTURE OF VERMONT

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Montpelier, VT 05602  
(802) 223-5234  
(802) 223-4223 fax  
(800) 639-1709 toll-free  
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## REGIONAL OFFICES

Central Vermont  
8 Bailey Avenue  
Montpelier, VT 05602  
(802) 223-5234

Champlain Valley  
P.O. Box 850  
Richmond, VT 05477  
(802) 434-3079

Northeast Kingdom  
P.O. Box 427  
St. Johnsbury, VT 05819  
(802) 748-6089

Southeast Vermont  
and Mountain Valley  
54 Linden Street  
Brattleboro, VT 05301  
(802) 251-6008

Southwest Vermont  
and Mettowee Valley  
10 Furnace Grove Road  
Bennington, VT 05201  
(802) 442-4915

February 14, 2008

Susan Hudson, Clerk  
VT Public Service Board  
Chittenden Bank Bldg.  
112 State Street–Drawer 20  
Montpelier, VT 05620-2601

**RE: Docket No. 7373**

Dear Mrs. Hudson:

With regard to the above-referenced matter, enclosed please find an original and six copies of the Vermont Land Trust's Response to Petitioners' Motion In Limine to Exclude Evidence with Respect to Vermont Land Trust Restrictions on the Ferenbach Parcel.

Please contact me if you have any questions.

Sincerely,

Dennis Shaffer  
Vice President for Stewardship

Encs.

cc: Service List



**STATE OF VERMONT**

**PUBLIC SERVICE BOARD**

Petition of Vermont Transco, LLC, and )  
Vermont Electric Power Company, Inc. )  
(collectively, "VELCO"), and Central Vermont )  
Public Service Corporation ("CVPS") for a )  
Certificate of Public Good, pursuant to 30 )  
V.S.A. §248, for the "**Southern Loop Project**," )  
Located in Vernon, Guilford, Brattleboro, )  
Dummerston, Newfane, Brookline, Townshend, )  
Grafton, Windham, Andover, Chester, Ludlow )  
and Cavendish, Vermont, consisting of the )  
following elements: (1) a new, approximately )  
51-mile, 345 kV transmission line between )  
Vernon-Cavendish, to be built parallel to and )  
within the same utility right-of-way as )  
VELCO's existing Vernon-Cavendish 345kV )  
line; (2) a new VELCO 345 kV Vernon )  
substation, to be located just north of the )  
Vermont Yankee Nuclear Power Station; (3) a )  
new 345/115/46 kV Newfane substation; (4) a )  
new, approximately one-mile, 345 kV )  
transmission line loop between the new )  
Newfane substation and the new Vernon- )  
Cavendish 345 kV line; (5) expansion of )  
VELCO's Coolidge substation in Cavendish, )  
Vermont; and (6) the implementing of )  
incremental energy efficiency to defer )  
transmission upgrades in Southern Vermont )

Docket No. 7373

**REPLY OF THE VERMONT LAND TRUST  
WITH RESPECT TO  
MOTION IN LIMINE TO EXCLUDE EVIDENCE WITH RESPECT TO  
VERMONT LAND TRUST RESTRICTIONS ON THE FERENBACH PARCEL**

NOW COMES the Vermont Land Trust and replies to the VELCO Motion In Limine To Exclude Evidence With Respect To Vermont Land Trust Restrictions On The Ferenbach Parcel.

The Vermont Land Trust, Inc. (VLT) is a non-profit membership organization dedicated to permanently protecting lands throughout Vermont that have significant natural and/or cultural resource values. VLT is also dedicated to the effective management of conserved lands in a manner appropriate to protecting each parcel's

natural and cultural resources. Since its founding 30 years ago, VLT has conserved more than 480,000 acres and holds more than 1,480 conservation easements across Vermont.

VLT does not conserve lands, the values of which are purely private in character. Each conservation easement acquired by VLT describes resource values important to the public and VLT conducts a resource inventory prior to conserving each property. For example, the conservation easement on the Ferenbach parcel (“VLT Conservation Easement”) is designed, in part, to protect an important wetland and associated habitat.

VLT acquired the VLT Conservation Easement by way of donation from predecessors-in-title, Dennis J. and Joanna K. Buckley. As the Schedule A property description accompanying the Conservation Easement recites (see Attachment A: Grant of Development Rights and Conservation Restrictions), VLT acquired the Conservation Easement subject to the Vermont Electric Power Easement recorded in Book 40, Page 226 of the Townshend Land Records (VELCO Easement). However, the VELCO Easement does not extinguish all rights associated with the strip of land encumbered by the VELCO Easement:

“ . . . and further reserving unto the grantors, their heirs, executors, administrators and assigns the right to use said strip in any manner which does not interfere with the use of the strip by Grantee, its successors and assigns for the easement purposes described above.”

So, for example, the Ferenbachs and VLT are legally entitled to protect, manage, enjoy, and make available for educational and research purposes, the unusual wetland and associated natural community, a portion of which lies within the “strip” encumbered by the VELCO Easement. Further, the VELCO Easement affords VELCO certain conditioned, limited rights of access, the exercise of which could have a significant impact on natural resources protected by the VLT Easement situated adjacent to the “strip” encumbered by the VELCO Easement. Finally, it is possible the additional corridor clearing, construction within the corridor, and corridor maintenance could have impacts on resources situated outside the immediate corridor – the VLT Conservation Easement is directly relevant to any such impacts outside the corridor.

In a normal §248 petition, it is not deeded rights that are being adjudicated. Instead the proceedings are focused on the many §248 criteria, such as undue impact on various natural resources. Even assuming VLT has no right to control the utility easement corridor in question, there may still be important public resources affected, and the PSB has the obligation under 30 V.S.A. §248(b)(5) to ascertain whether the VELCO project will have “an undue adverse effect on esthetics, historic sites, air and water purity, the natural environment and the public health and safety, with due consideration having been given to the criteria specified in 10 V.S.A. § 1424a(d) and 6086(a)(1) through (8) and (9)(K).” The Board must deny a certificate if it is unable to make this finding and

even when issuing a certificate, the Board has an obligation to impose conditions to protect those resource interests.

As recited in its pending Motion to Intervene, VLT's land conservation activities are conducted in service to well-established Vermont public policy. Title 10 V.S.A. Chapter 155 provides the statutory authority for conservation easements and authorizes the acquisition of conservation easements by state agencies, municipalities and "qualified organizations" such as VLT:

"It is the purpose of this chapter [155 of Title 10] to encourage and assist the maintenance of the present uses of Vermont's agricultural, forest, and other undeveloped land and to prevent the accelerated residential and commercial development thereof; to preserve and to enhance Vermont's scenic natural resources; to strengthen the base of the recreation industry and to increase employment, income, business, and investment; and to enable the citizens of Vermont to plan its orderly growth in the face of increasing development pressures in the interests of the public health, safety and welfare." 10 V.S.A. §6301

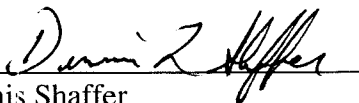
The VLT Conservation Easement was acquired in pursuit of these and other public objectives and it is the duty and obligation of the Vermont Land Trust as the holder of the conservation easement to protect these interests. If nothing else, the VLT Easement memorializes the fact that natural resources of public significance are present on the Ferenbach property and the impact of the VELCO project on those resources should be carefully evaluated as is the prerogative and obligation of the Public Service Board under 30 V.S.A. §248 (b) (5) .

The Vermont Land Trust therefore respectfully requests that VELCO's Motion in Limine be denied.

DATED at Montpelier, Vermont this 14<sup>th</sup> day of February, 2008.

Respectfully submitted,

VERMONT LAND TRUST, INC.

By:   
Dennis Shaffer  
Vice President for Stewardship

and



---

W. G. Livingston, Esq.  
President

8 Bailey Avenue  
Montpelier, VT 05602  
(802) 262-1226  
(802) 223-4223 (fax)

**GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS**

WHEREAS, DENNIS J. BUCKLEY and JOANNA J. BUCKLEY are the owners in fee of certain real property in Townshend, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 87.87 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

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

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

WHEREAS, 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 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 V.S.A. Chapter 124 (Current Use Taxation); Title 32 V.S.A. Chapter 231 (Property Transfer Tax); Title 32 V.S.A. Chapter 235 (Land Gains Tax); Joint Resolution #43 adopted by the Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the conservation of this property as open space land is consistent with and in furtherance of the town plan adopted by the Town of Townshend, the regional plan adopted by the Windham Regional Commission, and the purposes set forth in Title 10, Vermont Statutes Annotated, Section 6301;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that DENNIS J. BUCKLEY and JOANNA J. BUCKLEY, of Rye, Westchester County, New York, on behalf of themselves and their heirs, successors and assigns (hereinafter "Grantors"), in consideration of Ten Dollars and other valuable consideration paid to their full satisfaction by the Vermont Land Trust, Inc., do freely give, grant, sell, convey and confirm unto the VERMONT LAND TRUST, INC., a non-profit corporation with its principal offices in Montpelier, Vermont, and its successors and assigns (hereinafter "Grantee") forever, the development rights and a perpetual conservation easement and restrictions (as more particularly set forth below) in a certain tract of land situated in the Town of Townshend, Vermont (hereinafter "Protected Property"), said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

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

**I. Purposes of the Grant.**

Grantors and Grantee acknowledge that the Purposes of this Grant are as follows (hereafter "Purposes of Grant"):

- 1) 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) To conserve productive forestry uses, wildlife habitats, non-commercial recreational opportunities and activities, and other natural resource and scenic values of the Protected Property for present and future generations.
- 3) To advance these objectives by conserving the Protected Property because it possesses the following attributes:
  - (i) 30 acres of managed forest land;
  - (ii) wetlands, which include important wildlife habitat, on the northerly side of an approximately 11-acre beaver pond, part of which lies on the Protected Property;
  - (iii) in close proximity to 276.5 acres of land previously protected by Grantee;
  - (iv) visible from Wiswell Hill Road (T.R. #26); and
  - (v) 1,500 feet of frontage on Wiswell Hill Road.

Grantors 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 and development rights, to prevent the use or development of the property for any purpose or in any manner which would conflict with the maintenance of these agricultural, silvicultural, scenic and natural resource values. Grantee accepts such conservation easement and restrictions and development rights in order to conserve these values for present and future generations.

## II. Restricted Uses of Protected Property.

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

1. The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Protected Property, except as specifically permitted under this Grant.
2. Except as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written permission of the Grantee. Grantee may grant such permission if it determines, in its sole discretion, that any such improvement would be consistent with the Purposes of this Grant, and not adversely affect the agricultural and forestry potential or the scenic beauty of the Protected Property.
3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that the Grantors may erect and maintain reasonable signs indicating the name of the Protected Property, boundary markers, directional signs, signs restricting hunting or trespassing on the Protected Property, memorial plaques, temporary signs indicating that the Protected Property is for sale or lease, signs informing the public that any agricultural or timber products are for sale or are being grown on the premises, political or religious signs, and signs informing the public of a home occupation or accessory use approved pursuant to paragraph III(15) below. Grantee, with the permission of Grantors, may erect and maintain signs designating the Protected Property as land under the protection of the Grantee.
4. The placement, collection or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The storage and spreading of manure, lime, or other fertilizer for agricultural practices and purposes and the temporary storage of trash in receptacles for periodic off-site disposal shall be permitted without such prior written approval.
5. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. The Protected Property shall not be subdivided or conveyed in separate parcels without the prior written permission of the Grantee, except as expressly provided in Section III of this Grant.

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

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

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

8. The right to establish, reestablish, 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 access roads for these purposes.

9. The right to conduct maple sugaring operations and to harvest timber and other wood products, together with the right to construct and maintain roads necessary for such activities, in accordance with generally accepted forestry practices and in accordance with a forest management plan for which Grantors have received the prior written approval of Grantee, except that Grantors may conduct maple sugaring operations and may harvest firewood for heating residences and structures located on the Protected Property without submission and approval of a plan. Grantee's approval of forest management plans that may be submitted from time to time shall not be unreasonably withheld or conditioned, if such plans have been approved by a professional forester and if such plans do not violate the terms of this Grant. Disapproval by Grantee of a forest management plan proposing a clearcut (removal of more than 75% of the basal area) 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 or the establishment or reestablishment of a field, pasture, or garden.

10. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by the Grantee. Grantee's approval shall not be unreasonably withheld or conditioned, provided the structure or facility is located in a manner which is consistent with the Purposes of this Grant as stated in Section I, above.

11. The right to utilize, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses otherwise permitted hereunder, provided that Grantors do not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property, except where such disturbance is made in order to improve the drainage of areas used for agricultural purposes. 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 such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant as stated in Section I, above. Grantor shall have the right to expand the existing 11 acre beaver pond, located on or near the southerly boundary of the Protected Property adjacent to land now or formerly of Lott, by no more than an additional two (2) acres of land immediately adjacent to the existing pond and configured in a manner that conforms to the natural contours of the land. The exercise of such right shall not require Grantee's prior approval, however, Grantor shall notify Grantee prior to commencement of construction on any enlargement of said pond.

12. The right to clear, construct, and maintain trails for walking, horseback riding, skiing, and other non-motorized recreational activities within and across the Protected Property. Snowmobiling may be permitted at the discretion of the Grantors.

13. The right to create a total of three (3), two-acre Homestead Complexes on the Protected Property; provided, however, that (i) one (1) Homestead Complex ("Homestead Complex-North") shall be located on the northerly side of Town Highway #26 and two (2) Homestead Complexes ("Homestead Complex-South A" and "Homestead-Complex-South B") shall be located on the southerly side of Town Highway #26; and (ii) each shall be located in a manner consistent with the Purposes of this Grant as stated in Section I, above. Upon the delivery of each Homestead Complex description to Grantee, and the receipt of Grantee's prior written approval for the location of said Homestead Complex, which approval shall not be unreasonably withheld or conditioned provided that said Homestead Complex location complies with the provisions of this paragraph,

Grantors shall have the right to construct and maintain, repair, renovate, enlarge and rebuild one (1) single-family dwelling within each Homestead Complex, together with the necessary driveways, utilities and appurtenant structures normally associated with a dwelling. If necessary, said driveways and utilities may be located outside of each Homestead Complex on the Protected Property. Grantors shall notify Grantee in writing prior to commencing construction on any new structure or improvement within each Homestead Complex. The right to create Homestead Complex-South A and Homestead Complex-South B shall be personal to the Grantors Dennis J. Buckley and Joanna J. Buckley, and if not exercised within their individual lifetimes shall expire automatically upon the death of the survivor of the original Grantors, Dennis J. Buckley and Joanna J. Buckley.

14. Provided that the right described in paragraph 13, above, to create Homestead Complex-South A and Homestead Complex-South B have not expired, the right to subdivide Homestead Complex-South A and Homestead Complex-South B, together with no more than an additional 8.1 acres (or the minimum acres then required by the zoning laws of the Town of Townshend, if greater than 10.1 acres), directly contiguous (without gaps or gores) to said Homestead Complexes, from the Protected Property. Grantors shall obtain the prior written approval of the Grantee for such subdivision, which approval shall not be unreasonably withheld or conditioned, provided subdivision boundaries shall be located in such a manner is consistent with the Purposes of this Grant as stated in Section I, above.

15. The right to conduct any gainful home occupation or profession in the residences referred to in paragraph 13, above, provided any such activity is confined within the residence and is conducted primarily by persons who reside in the dwelling. Further, the right to engage in accessory uses of the Protected Property, provided such uses are related to the principal agricultural, forestry and open space uses of the Protected Property, and are subordinate and customarily incidental to those principal uses. Grantors shall not engage in any such home occupation or accessory use of the Protected Property without first securing the prior written permission of the Grantee, which permission may be withheld if Grantee determines, in its sole discretion, that the occupation, profession or accessory use would be inconsistent with the Purposes of this Grant as stated in Section I, above.

#### **IV. Enforcement of the Restrictions.**

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

Failure by Grantors to cause discontinuance, abatement, or such other corrective action as may be demanded by 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 such Court determines that Grantors have failed to comply with this Grant, Grantors shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantee initiates litigation and the court determines that the Grantors have not failed to comply with this Grant and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantors for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle 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 Grantors shall impair Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

**V. Miscellaneous Provisions.**

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

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

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

4. In the event the development rights or conservation restrictions conveyed to the 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 Grantors 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 at the direction of the Grantors in the year of this conveyance. 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 conveying an interest in all or part of the Protected Property, Grantors shall make reference to the conservation easement and restrictions described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantors shall also notify the Grantee of the name(s) and address(es) of Grantors's successor(s) in interest.

6. Grantee shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Townshend 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 "Grantors" shall include the heirs, executors, and administrators of the original Grantors, Dennis J. Buckley and Joanna J. Buckley. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc.

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

TO HAVE AND TO HOLD said grantea development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT LAND TRUST, INC., its successors and assigns, to their own use and behoof forever, and the said Grantors, DENNIS J. BUCKLEY and JOANNA J. BUCKLEY, for themselves, and their heirs, successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensembling of these presents, they are the sole owners of the premises and have good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and they hereby engage to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this 27<sup>th</sup> day of December, 1995.

Signed, sealed and delivered  
In The Presence Of:

[Signature]  
Camille Felletta  
Witness to DJB & ~~JJB~~

[Signature]  
Witness to DJB & JJB

STATE OF NY  
NEW YORK COUNTY, ss.

Grantors

[Signature]  
Dennis J. Buckley

[Signature]  
Joanna J. Buckley

At NY NY, this 27<sup>th</sup> day of December, 1995, Dennis J. Buckley and  
~~Joanna J. Buckley~~ personally appeared and ~~she~~ acknowledged this instrument, by ~~them~~ sealed and  
subscribed, to be ~~their~~ <sup>his</sup> free act and deed, before me.

[Signature]  
Notary Public  
My commission expires:

at Rye, N.Y., this 27<sup>th</sup> day of December, 1995, Joanna J. Buckley personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, before me.

(For Dennis J. Buckley) [Signature]

CHARLES N. BOWER  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 41-4998291  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES NOV 4, 1997

ROBERT LABRA  
Notary Public, State of New York  
No. 4874106  
Qualified in Dutchess County  
Commission Expires November 5, 1996

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**SCHEDULE A  
PROTECTED PROPERTY**

Being all of the same lands and premises conveyed to Grantors by Warranty Deed of Winston B. Lewis, Myron S. Lewis, and Victor L. Lewis, dated September 14, 1988, and recorded in Book 52, Page 426 of the Townshend Land Records and shown on a survey entitled "Boundary Survey now or formerly of the Oma Barnes Lewis Estate, Town Highway No. 26, Wiswell Hill, prepared for Dennis J. Buckley, Townsend (sic), Vermont," by Parrish Land Surveying of Putney Vermont, dated August 1988, revised 12/12/88 and 12/16/88, and filed with the Townshend Land Records on February 6, 1989 (no reference number given), and being shown as two (2) parcels of land, one parcel containing 54.24 acres and one parcel containing 51.40 acres (said acreages include the following excluded parcels) **excepting and excluding** the following:

1. A 6.00 acre parcel of land located on the northwesterly side of Town Highway #26 and conveyed to Carl Ferenbach and Judy Ferenbach by warranty deed dated April 14, 1989 and recorded in Book 53, Page 318 of the Townshend Land Records.
2. A 1.50 acre parcel of land located on the northwesterly side of Town Highway #26 and conveyed to Richard T. Ritter by warranty deed dated August 22, 1989, and recorded in Book 54, Page 42 of the Townshend Land Records.

The Ferenbach and Ritter parcels are depicted on a survey entitled "Boundary Survey now or formerly of the Oma Barnes Lewis Estate, Town Highway No. 26, Wiswell Hill, prepared for Dennis J. Buckley, Townshend, Vermont," by Parrish Land Surveying of Putney Vermont, dated August 1988, revised 12/12/88 and 12/16/88, and filed with the Townshend Land Records on February 6, 1989 (no reference number given).

3. A 10.267 acre parcel of land located on the southeasterly side of Town Highway #26 and conveyed to Leon Kozlowski, Jr. and Beryl F. Kozlowski by warranty deed dated July 14, 1990, and recorded in Book 55, Page 104 of the Townshend Land Records, and depicted on a survey entitled "Lot Three of Buckley Land in: Townshend, Vermont For: John T. Haneman" prepared by T. E. Schreyer, Jr. dated April 25, 1990, Drawing No. 905.

Meaning and intending to include in this description of the Protected Property all that land owned by Dennis J. Buckley and Joanne J. Buckley lying on both sides of Town Highway #26 (Wiswell Hill Road), and containing 87.87 acres more or less.

The Protected Property is subject to a utility easement conveyed to Vermont Electric Power Co. Inc. recorded in Book 40, Page 226 of the Townshend Land Records.

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

95-62  
Cynthia Dawson  
Dec 29, 1995  
87.87%

10-9

9  
242-248  
Cynthia Dawson

Dec 29 95  
40  
62  
Land Records  
Cynthia Dawson

# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05609-1401

RECEIVED

(PLEASE TYPE OR PRINT CLEARLY)

<b>A SELLER'S (TRANSFEROR'S) NAME(S)</b>	<b>COMPLETE MAILING ADDRESS FOLLOWING TRANSFER</b>	<b>SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.</b>
DENNIS J. BUCKLEY JOANNA J. BUCKLEY	5 1/2 OAKWOOD AVE., RYE, N.Y. 10580	092-44-7192 088-52-1192
<b>B BUYER'S (TRANSFeree'S) NAME(S)</b>	<b>COMPLETE MAILING ADDRESS FOLLOWING TRANSFER</b>	<b>SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.</b>
VERMONT LAND TRUST, INC.	8 BAILEY AVE. MONTPELIER, VT 05602	03-0264836

<b>C PROPERTY LOCATION (Address in full)</b> T.H. # 26, TOWNSHEND	<b>D DATE OF CLOSING</b> 12/27/95
----------------------------------------------------------------------	--------------------------------------

**E INTEREST IN PROPERTY**

1. <input type="checkbox"/> FEE SIMPLE	3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST	5. <input type="checkbox"/> TIME-SHARE ESTATE	7. <input checked="" type="checkbox"/> <u>Conservation</u> EASEMENT
2. <input type="checkbox"/> LIFE ESTATE	4. <input type="checkbox"/> UNDIVIDED ___% INTEREST	6. <input type="checkbox"/> LEASE	8. <input type="checkbox"/> OTHER

**F FRONTAGE AND DEPTH**      **G TOTAL ACREAGE** 87.87±

**H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY).**

1. <input checked="" type="checkbox"/> NONE	5. <input type="checkbox"/> BARN	9. <input type="checkbox"/> STORE
2. <input type="checkbox"/> FACTORY	6. <input type="checkbox"/> MULTI-FAMILY WITH ___ (INSERT NUMBER) DWELLING UNITS TRANSFERRED	10. <input type="checkbox"/> OTHER DESCRIBE
3. <input type="checkbox"/> SINGLE FAMILY DWELLING	7. <input type="checkbox"/> MOBILE HOME	
4. <input type="checkbox"/> CAMP/VACATION HOME	8. <input type="checkbox"/> CONDOMINIUM WITH ___ (INSERT NUMBER) UNITS TRANSFERRED	

CHECK WHETHER THE BUILDINGS WERE EVER  OCCUPIED  RENTED  WILL BE RENTED AFTER SALE

**I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):**

1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input type="checkbox"/> COMMERCIAL DESCRIBE	9. <input type="checkbox"/> OTHER DESCRIBE
2. <input checked="" type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> INDUSTRIAL DESCRIBE	

**J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):**

1. <input type="checkbox"/> PRIMARY RESIDENCE	3. <input type="checkbox"/> CAMP/VACATION	5. <input type="checkbox"/> OPERATING FARM	7. <input type="checkbox"/> COMMERCIAL DESCRIBE	9. <input type="checkbox"/> OTHER DESCRIBE
2. <input checked="" type="checkbox"/> OPEN LAND	4. <input type="checkbox"/> TIMBERLAND	6. <input type="checkbox"/> GOVERNMENT USE	8. <input type="checkbox"/> INDUSTRIAL DESCRIBE	

**K IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER CHAPTER 124 OF 32 V.S.A. (Agricultural, Forest, Farmland or Working Farmland Tax Abatement Use Value Appraisal Programs)?**  Yes  No

**L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N and O BELOW.**  
# 12, TRANSFER FOR PROTECTION OF OPEN SPACE

<b>M TOTAL PRICE PAID \$</b> <u>D</u>	<b>N PRICE PAID FOR PERSONAL PROPERTY \$</b> _____	<b>O PRICE PAID FOR REAL PROPERTY \$</b> <u>0</u>
---------------------------------------	----------------------------------------------------	---------------------------------------------------

IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE ENTER FAIR MARKET VALUE ON LINE O AND DESCRIBE THE CIRCUMSTANCES: \_\_\_\_\_

**PROPERTY TRANSFER TAX**

**P TAX DUE:** Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS      \$ 0

**Q DATE SELLER ACQUIRED** 1988

**R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET** # 2 GIFT  
(CONTINUE ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		<b>TOWN NUMBER</b>  95-62
TOWN/CITY <u>Townshend</u>	<b>ACKNOWLEDGEMENT</b>	
DATE OF RECORD <u>Dec. 29, 1995</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND, IF REQUIRED, ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER <u>63</u> PAGE NO. <u>242-248</u>	SIGNED <u>Cynthia Davis</u> CLERK	
LISTED VALUE \$ <u>30,000</u> GRAND LIST OF 19 <u>95</u>	DATE <u>Dec. 29, 1995</u>	
PARCEL ID OR MAP NO. <u>10 - 09</u>		
GRAND LIST CATEGORY <u>M</u>		

### RATE SCHEDULE

<b>1. Tax on Special Rate Property:</b>	
a. Value of purchaser's principal residence (not to exceed \$100,000) (See instructions) .....	1. a. \$ _____
b. Value of property enrolled in current use program .....	b. \$ _____
c. Value of qualified working farm .....	c. \$ _____
d. Add Lines 1(a), (b) and (c) .....	d. \$ _____
e. Tax rate .....	e. _____ 0.005
f. Tax due on Special Rate Property: Multiply Line 1(d) by Line 1(e) .....	f. \$ _____
<b>2. Tax on General Rate Property:</b>	
a. Enter amount from Line O on front of return .....	2. a. \$ _____
b. Enter amount from Line 1(d) of Rate Schedule above .....	b. \$ _____
c. Subtract Line 2(b) from Line 2(a) .....	c. \$ _____
d. Tax rate .....	d. _____ 0.0125
e. Tax due on General Rate Property: Multiply Line 2(c) by Line 2(d) .....	e. \$ _____
<b>3. Total Tax Due:</b>	
Add Lines 1(f) and 2(e) and enter here and on Line P on front of return .....	3. \$ <u>N.A.</u>

### FLOOD AND SUBDIVISION REGULATIONS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows: N.A.

**A.** That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.

**B.** That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations pertaining to the property may limit significantly the use of the property.

**C.** That this transfer is in compliance with or is exempt from the subdivision regulations of the Agency of Natural Resources for the following reasons:

- This property is the subject of Subdivision Permit No. \_\_\_\_\_ and is in compliance with said permit, or
- This property and any retained parcel is exempt from the subdivision regulations because (see instructions for exemptions):
  - Parcel to be sold: Exemption Number \_\_\_\_\_ Number of acres \_\_\_\_\_
  - Parcel retained: Exemption Number \_\_\_\_\_ Number of acres \_\_\_\_\_

Please contact the district office in your area to determine compliance with Act 250. (See map on page 26.)

Seller(s) further certifies as follows:

**D.** That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 181, Vermont's Land Use and Development Law (Act 250), for the following reason:

- This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
- This property is exempt from Act 250 because: (list exemption number from instructions) \_\_\_\_\_

**E.** That this transfer does/does not (strike one) result in a partition or division of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk.

### WITHHOLDING CERTIFICATION

Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form REW-1 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):

1. Seller(s) certifies that at that time of transfer, each seller was a resident of Vermont or an estate.

2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.

3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form REW-1.)

4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE			
SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
<u>Dennis J. Buckley</u>	<u>12/27/95</u>	<u>VERMONT LAND TRUST, INC.</u>	
<u>JANNA J. BUCKLEY</u>	<u>12/27/95</u>	<u>LESLEY RATLEY BEACH</u>	
		<u>LESLEY RATLEY BEACH</u>	
Preparer's Signature	<u>Lesley Ratley Beach</u>	Prepared by	<u>LESLEY RATLEY BEACH</u>
Preparer's Address	<u>B BAILEY AVE, MONTPELIER VT 05602</u>	Buyer's Representative	_____ Tel. _____

Keep a copy of this return for your records.