

State of Vermont
GRANT OF CONSERVATION EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS that

[REDACTED] (the "Grantors"), do hereby grant, with quitclaim covenants, in perpetuity and exclusively for conservation purposes, to **NEW ENGLAND FORESTRY FOUNDATION, INC.**, a Massachusetts nonprofit corporation with its principal office at 32 Foster Street, Littleton, Massachusetts 01460 (the "Grantee"), a Conservation Easement, (the "Easement") with respect to six (6) certain parcels of forest and agricultural land located in the Towns of Chelsea and Vershire, Orange County, State of Vermont, consisting of a total of approximately 495.8 acres, less two areas totaling approximately nine and two-tenths (9.2) acres which are excluded from this Easement, all of which is described in Exhibit A and also is shown on a Conservation Map as Exhibit B (the "Property"). For Grantors' title, see deed recorded in Book [REDACTED], Page [REDACTED] in the Chelsea Land Records and in Book [REDACTED], Page [REDACTED] in the Vershire Land Records and also a deed recorded in Book [REDACTED], Page [REDACTED] of the Chelsea Land Records.

RECITALS

WHEREAS, the Property is predominately forest land of meaningful size and diversity, with important natural resources, including productive soils, diverse wildlife and plant habitat, wetlands, streams and a pond, agricultural land currently used for pasture and hay production, and scenic and open space values (collectively, and hereinafter, the "Conservation Values"); and

WHEREAS, this Conservation Easement will limit uses and activities associated with residential, commercial, or industrial development of the Property and related adverse effects on the Conservation Values of the Property; and

WHEREAS, preservation of the Property will provide protection for important scenic values for the public using Burger Road, McIver Road, and Vermont Route 113; and

WHEREAS, preservation of the Property will help to protect Jail Brook, Beaver Meadow Brook, and tributaries, significantly adds to previously protected lands in Chelsea and in Vershire, including lands protected by conservation easements held by the Grantee, and enhances the magnitude and effect of Chelsea's and Vershire's conservation and protected open space properties, and is consistent with and in furtherance of Chelsea's and Vershire's town plans and the Two Rivers-Ottawaquechee Regional Planning Commission's regional plan, and the purposes set forth in Title 10, Vermont Statutes Annotated, Section 6301; and

WHEREAS, the Grantors wish to continue managing the Property and the forest and agricultural resources thereon for long-term economic and public benefits, including, without limitation, by ensuring that the Property is managed for sustainable production of agricultural

products, timber, and wood products, but in accordance with the Guidelines (as hereinafter defined) that seek to conserve the Conservation Values of the Property; and

WHEREAS, the Grantors and Grantee wish to ensure the Property can be used for scientific and educational purposes aimed at increasing the public's understanding of agriculture and sustainable forest management and increasing the public's understanding and appreciation of the natural world; and

WHEREAS, Vermont's economy is linked closely to its agricultural and forest land resources. In particular, forest resources produce fuel, timber, maple sugar, and other forest products, and provide much of Vermont's scenic beauty upon which Vermont's tourist, recreation, and other industries depend. Accordingly, 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 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 Act); 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 interest in agricultural land through agreement between farmland owners and private land trusts; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the Grantee is an organization described in Section 501(c)(3) and Section 509(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a)(1) of the Code. Grantee is a "qualified organization," as such term is defined in Section 170(h)(3) of the Code, and is qualified to hold conservation easements pursuant to Title 10 V.S.A. Chapter 155, Section 6303, as amended; and

WHEREAS, Grantors and Grantee recognize the Conservation Values of the Property and share the goal of permanently conserving the Property's Conservation Values through this Conservation Easement on, over, and across the Property that shall prevent any use of the Property that will significantly impair or interfere with the Property's Conservation Values.

NOW, THEREFORE, Grantors hereby grant to Grantee this perpetual Conservation Easement, an interest in real property defined by Title 10 V.S.A. Chapter 155, Section 6303, as amended, of the nature and character described herein, which shall be construed in accordance with the laws of the State of Vermont. Grantors and Grantors' heirs, successors and assigns shall neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantors authorize Grantee to enforce these covenants in the manner described below.

I. Purposes

The intent and purposes of this Conservation Easement are: (i) to protect the Property and its Conservation Values in perpetuity, in a natural, forested, open, and undeveloped condition; (ii) to promote the conservation of agricultural land, forests, wetlands, natural watercourses, and wildlife thereon; (iii) to protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas; (iv) to permit silvicultural management activities

on the Property subject to a Forest Management Plan (as defined in Section 3(c) hereof), and (v) to permit scientific and educational activities on the Property consistent with the terms and conditions herein.

2. Binding Effect and Prohibited Activities

The Grantors covenant for themselves and their legal representatives, successors and assigns that the Property will at all times be held, used, and conveyed subject to, and not used in violation of, the following covenants that shall run with the Property in perpetuity:

(a) The Property, including without limitation any body of water thereon, shall continue to be used predominantly in an undeveloped and natural condition, and shall not be used for residential, industrial or commercial uses, except as expressly set forth in Section 3 hereof;

(b) No residential dwelling, building, office, tennis court, artificial swimming pool, driveway made of asphalt or other impermeable materials, improved road associated with development, aircraft landing strip, sign, billboard or other advertising display, mobile home, utility pole, tower, conduit or line, equipment, fixture, trailer, antenna or other temporary or permanent structure or improvement shall be constructed, placed or permitted to remain on the Property, except for structures and utilities associated therewith as are expressly permitted pursuant to Section 3 hereof;

(c) No loam, peat, gravel, stone walls, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, mined, extracted or removed from the Property, except for any such activities that are related to and used for the uses, activities and purposes expressly permitted pursuant to Section 3 hereof;

(d) No trees, shrubs or other vegetation on the Property shall be cut, removed or destroyed, except for sound agricultural, horticultural, silvicultural, recreational, wildlife or invasive species management, disease outbreak, public health and safety, or fire control practices or as expressly permitted pursuant to Section 3 hereof;

(e) No soil, fill, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste, construction debris, human waste or sludge, or other similar substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Property; provided, however, the storage and spreading of compost, manure, or other fertilizer under sound agricultural practices, the storage of feed, or the leaving of slash after harvesting timber, may be permitted pursuant to the Management Plan provided for in Section 3(c);

(f) The Property is currently comprised of six (6) parcels, all owned by Grantors. Grantors shall maintain the parcels comprising the Property and all interests therein under common ownership, as though a single legal parcel, except for the allowance of one division that, if exercised, must include the northern Exclusion Area (as defined in Exhibit A) plus an adjoining area of land comprising no less than five (5.0) acres and no more than twenty (20.0) acres. No further subdivision of said parcels, recording of a subdivision plan, partition of any of said parcels, or any other attempt to divide any of said parcels shall be permitted. The allowed division requires

the prior written approval of Grantee and shall not permit use of the Property, or any portion of the Property, in a manner contrary to the provisions of this Easement. This Section 2(f) should not be construed to prohibit agreements to resolve bona fide boundary disputes or ambiguities, with the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

3. Reserved Rights

The Grantors hereby reserve to and for Grantors and their legal representatives, successors and assigns: (i) all customary rights and privileges of property ownership associated with the Property that are not specifically restricted by the terms of Section 2 of this Easement or that do not materially impair significant Conservation Values protected by this Easement, and (ii) notwithstanding the terms of Section 2 hereof, the following rights and privileges set forth under the subparagraphs of this Section 3 shall be specifically permitted on the Property as rights and privileges that are not inconsistent with the conservation purposes of this Easement. Nothing in this Easement shall require Grantors to take any action to restore the condition of the Property after any act of God or other event over which Grantors had no control.

(a) The construction, relocation, maintenance, or use of trails, fences, bridges, gates, stone walls, woods roads, structures (including, without limitation, barns, sheds, greenhouses, and livestock shelters) associated exclusively with agricultural and forestry uses, and rights-of-way on the Property, as reasonably necessary for the exercise of Grantors' rights and privileges on the Property (including but not limited to rights associated with silvicultural and passive recreational activities), or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property;

(b) The construction, relocation, erection, and maintenance of signs setting forth and describing permitted uses of the Property, identifying trails, locations, property boundaries, natural features, or similar items, or identifying the owner of the Property and the holder of this Easement;

(c) The right to conduct, or permit others to conduct, sound silvicultural uses of the Property, including the right to commercially harvest forest products, conduct maple sugaring operations, and conduct related or similar forest product operations in accordance with a Forest Management Plan (hereinafter the "Management Plan"). The Guidelines and Plan Elements for the Management Plan are attached hereto as Exhibit C. The Management Plan for the Property shall be prepared by a professional forester or, with written approval of Grantee, by another individual. The preparer of the Management Plan shall certify in writing that the plan and all amendments and updates comply with the terms of this Easement. The Management Plan shall provide for management of the Property in a manner consistent with generally accepted "Best Management Practices," as those practices may be identified, based on recognized scientific evidence, from time to time by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality or conservation. This plan shall be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the Conservation Values and sound silvicultural management of the Property. The Management Plan, and subsequent updates or amendments, shall be submitted to Grantee. A Management Plan for the Property shall be completed within two (2) years from the

date this Easement is recorded at the Chelsea and Vershire Land Records, or before any commercial harvest of forest products occurs on the Property. All forest product harvesting operations shall be conducted in accordance with applicable law.

(d) With the prior written approval of the Grantee, and subject to obtaining any permits or other approvals required by regulatory authorities, the right to install, construct, maintain, repair, and replace a wind turbine, solar power array, and hydroelectric generators (collectively "installations") and any wires, lines, pipes, cables or other facilities providing electrical, communications, or other utility services associated with said installations, provided that electrical energy generated by said installations is principally for use in structures and other improvements located on the Property and/or within the Excluded Areas;

(e) With the prior written approval of the Grantee, and subject to obtaining any permits or other approvals required by regulatory authorities, the right to install, construct, maintain, repair, and replace any or all components of a subsurface sewage disposal system solely for the purpose of servicing the improvements permitted in the Excluded Areas. The right described in this section 3(e) may be exercised only if no area suitable for such use at a reasonable cost and satisfying all governmental requirements is located within said Excluded Areas .

(f) The right to control public access on the Property;

(g) The right to conduct, or allow to be conducted, "passive outdoor non-commercial recreational activities" on the Property. Passive outdoor recreational activities shall include but not be limited to hiking, running, snowshoeing, hunting, target shooting, fishing, trapping, bicycling, skiing, nature studies, horseback-riding, and other similar forms of recreation and activities that expand human knowledge and appreciation of wildlife, forest management, and the natural world.

4. Prior Notice to the Grantee

The Grantors, on behalf of their representatives, successors or assigns, agrees to notify the Grantee in writing thirty (30) days in advance of his exercise of any substantial activities carried out pursuant to Sections 3(d) and 3(e) hereof. For purposes of this Section 4, "substantial activities" shall be activities that involve construction work or other activities identified herein requiring specific approval of Grantee. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of such activities with the purposes of this Easement. Approval shall not be unreasonably withheld and shall be made within thirty (30) days of Grantee's receipt of the notice, but shall be granted only upon a showing that the proposed construction work or other activities shall not have a deleterious impact on the Conservation Values of the Property as defined in this Easement. If no response to such notice is received by Grantor within 45 days of sending such notice to Grantee, the approval shall be deemed granted.

5. Resolution of Disputes

(a) The Grantors and Grantee (the "parties") desire and agree that disputes arising from

time to time concerning the provisions of this Easement usually will be addressed first through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantors and Grantee agree that if any such parties become concerned whether any use, action, or inaction complies with the provisions of this Easement, the concerned party shall notify the other party or parties of the problem, and the parties shall attempt to reach an agreeable resolution by informal dialogue.

(b) If informal dialogue does not resolve the dispute, either of the parties may refer the dispute to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in White River Junction, Vermont, or at such other location as the parties shall agree. Each party shall pay its own legal fees and other costs, and the costs of mediation shall be split equally between the parties.

(c) If the parties agree to bypass mediation, or if they subsequently agree that mediation will not successfully resolve the dispute, the parties may agree to submit the dispute to binding arbitration in accordance with Vermont law. Within twenty (20) days of the agreement to arbitrate, the parties shall agree to one single arbitrator. If unable to agree on one single arbitrator, each party shall choose one arbitrator. The two arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrator or arbitrators, as the case may be, shall forthwith set as early a hearing date as is practicable. The arbitration hearing shall be conducted in White River Junction, Vermont, or at such other location as the parties shall agree. A decision by the single arbitrator or by two of the three arbitrators, as the case may be, may include an award of legal fees and other costs and shall be binding upon the parties. Either of the parties may obtain judicial enforcement of the decision in a court of competent jurisdiction.

(d) Notwithstanding the availability of mediation and arbitration to address disputes, if either of the parties refuses mediation or arbitration, then either party may bring an action at law or in equity in any court of competent jurisdiction to address the dispute. Such action may include seeking a temporary or permanent injunction, recovering damages, or obtaining other relief as appropriate.

(e) Notwithstanding any of the foregoing, if the Grantee believes at any time that any action or inaction of the Grantors or a third party is causing or is threatening to cause irreparable damage to the Property in breach of the Easement, the Grantee may pursue its remedies under Section 6, "Legal Remedies of the Grantee."

6. Legal Remedies of the Grantee

Notwithstanding the availability of mediation and arbitration as provided in Section 5, if Grantor refuses mediation or arbitration and Grantee determines that a violation of this Easement has occurred or is likely to occur, except as otherwise provided herein, Grantee shall so notify Grantors and demand corrective action and give Grantors thirty (30) days to cure the violation or restore the portion of the Property so injured.

(a) The rights hereby granted shall include the right to enforce this Easement by appropriate legal proceedings and to obtain injunctive or equitable relief against any violations, including, without limitation, relief requiring the restoration of the Property to its condition prior to the time of the injury complained of, (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee, including, but not limited to money damages for the loss of the Conservation Values protected by this Easement or restoration of the Property to its condition existing prior to such violation.

(b) The Grantors, on behalf of themselves, their legal representatives, successors and assigns, covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including, without limitation, staff time, court costs, professional services, counsel, and legal fees) incurred in enforcing this Easement or in remedying or abating any violation thereof; provided, however, that the provisions of this Section 6(b) shall apply only under circumstances in which Grantors have been determined by a court of law, the arbitrators as provided in Section 5(d), or has admitted to be in violation of the terms of this Easement.

(c) Any election by the Grantee as to the manner and timing of its rights to enforce this Easement or otherwise exercise its rights herein shall not be deemed or construed to be a waiver of such rights.

7. Responsibilities of Grantors and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantors as owners of the Property, including, but not limited to, the following:

(a) Grantors shall be solely responsible for payment of all taxes and assessments levied against the Property.

(b) Grantors shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Grantors shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

8. Access

The Easement hereby conveyed does not grant to members of the general public any right of access to enter upon the Property, except there is granted to the Grantee and its representatives the right to enter upon the Property, at reasonable times and in a reasonable manner, with advance notice to Grantors of at least three (3) days, for the purpose of inspecting the Property for compliance with the terms of this Easement.

9. Access for Scientific and Educational Purposes

The Easement hereby conveyed grants to the Grantee and its successors, assigns, representatives and agents a right to enter upon and to permit the public to enter upon the Property with advance notice to and the approval of Grantors, which approval shall not be unreasonably withheld, for scientific and educational projects designed to educate the public about forest management practices, and to increase the public's understanding and appreciation of the natural world.

10. Proceeds from Extinguishment or Condemnation

(a) If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to extinguishment or other release of the Easement under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds in accordance with Section 10(b) below, subject, however to any applicable law which expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

(b) Grantors and Grantee agree that this Easement gives rise for purposes of this Section 10 to a property right, immediately vested in Grantee. This property right has a fair market value that is at least equal to the proportionate value determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For the purposes of this Section 10, the ratio of the value of this Easement to the value of the Property unencumbered by this Easement shall remain constant.

(c) Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantors and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantors and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantors and Grantee in shares equal in proportion to the ratio set forth in Section 10(b) hereto (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

11. Subsequent Transfers

The Grantors shall incorporate by reference the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantors to do so shall not impair the validity of this Easement or limit its enforceability in any way.

12. Assignment of Easement

(a) This Easement shall run with the Property in perpetuity, and shall be enforceable against the Grantors, their representatives, successors or assigns holding any interest in the Property.

(b) The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement including, but not limited to the right to re-record this Easement, or to record a notice making reference to the existence of this Easement, 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. sections 603 and 605. The Grantors, on behalf of themselves, their representatives, successors and assigns, hereby appoint the Grantee as their attorney-in-fact to execute, acknowledge, and deliver any such instruments assuring perpetual enforceability of this Easement on their behalf. Without limiting the foregoing, the Grantors, their representatives, successors or assigns agree to execute any such instrument assuring the perpetual enforceability of this Easement upon the Grantee's request.

(c) The benefits of this Easement shall be in gross and the Grantee shall not assign them, except in the following instances and from time to time:

(i) as a condition of any assignment, the Grantee requires that the purpose of this Easement continues to be enforced, and

(ii) the assignee, at the time of assignment, qualifies under Sections 501(c) (3) and 170(h) of the Internal Revenue Code of 1986 (as amended or replaced, "the Code") and applicable regulations thereunder is an eligible successor Grantee of this Easement directly, or otherwise qualifies as a qualified holder of this Easement under the applicable laws of the State of Vermont;

(iii) if Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

13. Environmental Warranty

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance.

Grantors warrant that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and landowner hereby promise to indemnify Grantee against, and hold Grantee

harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantors agree to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

14. Estoppel Certificates

Upon request by the Grantors, the Grantee shall within thirty (30) days execute and deliver to the Grantors any document, including an estoppel certificate, which certifies the Grantors' compliance with any obligation of the Grantors contained in this Easement. Grantee shall not unreasonably withhold any such certification.

15. Amendment

In the event that unusual or unforeseen circumstances arise that in the judgment of the Grantors and the Grantee justify the modification of this Easement, the Grantors and Grantee, by mutual consent, may amend this Easement; provided, that any such amendment shall be subject to all applicable administrative approvals, and any such amendment is recorded in the Town of Chelsea and the Town of Vershire Land Records.

16. Perpetuation of Easement; Non-Merger

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

17. Severability

If any provisions of this Easement shall to any extent be held invalid, the enforceability of the remainder of this Easement shall not be affected, and shall continue in full force with effect.

18. Notices

All notices pursuant to this Easement shall be given in writing to the following persons by certified mail, return receipt requested:

Grantors:

Grantee:

New England Forestry Foundation, Inc.
32 Foster Street
P.O. Box 1346
Littleton, Massachusetts 01460
Telephone: (978) 952-6856
Facsimile: (978) 952-6356

or such replacement address as the parties shall provide to each other.

19. Effective Date

This Easement shall be effective when it is executed by the Grantors and Grantee and it has been recorded in the Land Records of towns of Chelsea and Vershire.

TO HAVE AND TO HOLD said Easement, with all the privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its own use and behoove forever.

IN WITNESS WHEREOF, [REDACTED]

have executed this instrument this _____ day of December 2011.

Grantors:

[REDACTED]

[REDACTED]

DISTRICT OF COLUMBIA

_____, 2011

On this ___ day of December 2011, personally appeared before me the above-named [REDACTED] and acknowledged the foregoing instrument to be their free act and deed before me,

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT OF CONSERVATION EASEMENT

The above Conservation Easement is accepted this ____ day of December, 2011.

Grantee:

NEW ENGLAND FORESTRY FOUNDATION, INC.

By : _____
Lynn W. Lyford, Executive Director
Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2011

On this ___ day of December, 2011, personally appeared before me the above-named Lynn W. Lyford, executive director of New England Forestry Foundation, Inc. and acknowledged the foregoing instrument to be the free act and deed of New England Forestry Foundation, Inc., before me.

Notary Public
My Commission Expires: _____

EXHIBIT C

Forest Management Plan Guidelines and Required Plan Elements

I. Guidelines

The goal is to practice sustainable forest management on the Property, which recognizes the importance of all ecological components and values and incorporates them into management policies, plans, and decisions. The following subsections are components to be considered when practicing sustainable forest management.

The parties recognize that their understanding of forest ecosystems and how they function is incomplete. It is important periodically to incorporate relevant advances in scientific knowledge into the sustainable forest management program.

Sustainable Timber Production

Grantors will use silvicultural systems that enhance or maintain the value of the timber asset and provide for a sustained yield of forest products while recognizing that ecological, aesthetic, wildlife, and other non-timber values are important components of the forest. Silvicultural prescriptions should be based on sound scientific knowledge and tailored to individual stand conditions. They will strive to maintain stands in a well-stocked, productive condition and promote the diversity of natural forests in both species and structure. The full range of silvicultural prescriptions is available for use on the property where appropriate, and include even-aged and uneven-aged systems such as seed tree, shelterwood, clearcut, individual selection, and group selection harvest systems. Management of the timber resource shall not eliminate key ecosystem elements.

Forest Diversity

Grantors' goal is to generate sustained yields of forest products from the forest in an economical manner over time while maintaining forest diversity. Sustainable forestry requires that structural and compositional components be maintained in a vigorous and productive condition. The forest management plan will identify areas of unique importance and employ means for assuring their retention.

Riparian Habitats

The Grantors' goal is to maintain functional watercourses, wetlands, and wildlife habitats with the retention of riparian ecosystems. Best management practices shall be employed to minimize impacts to these areas.

Wildlife Management

The Grantors' goal is to generate sustainable yields of forest products in an economical manner while maintaining healthy wildlife habitat. Wildlife management practices are routinely incorporated into timber management activities to retain or create desirable features including riparian habitat, wildlife cavity trees, mast availability, logs and brush for shelter, vertical and horizontal diversity, vernal pools, coarse woody debris, and featured species management.

Wildlife management considers all species of wildlife, beyond game and socially important species.

Unique or Fragile Natural Areas

The Grantors' goal is to maintain functional ecosystems that include unique or fragile natural areas. Certain conservation agencies that monitor rare, threatened, endangered, or special concern species are valuable partners in this effort and may help identify these locations and provide technical advice about management practices.

Pesticide and Herbicide Use

The Grantors' goal is to implement management practices designed to minimize or eliminate use of pesticides. In all cases, the use of pesticides or herbicides will be conducted in compliance with all local, state, and federal laws and regulations.

Invasive species

The Grantors' goal is to reduce or eliminate these species from the property where appropriate and possible. Mechanical and chemical means of control are acceptable tools to reduce the threat of invasive species. The introduction and spread of non-native plants with invasive tendencies is a current and growing concern.

Aesthetic Resources

The Grantors' goal is to maintain aesthetic quality in order to maintain or enhance the value of the Property. Aesthetic quality is important to maintaining the value of the forest asset.

II. Required Plan Elements

The Management Plan shall include, at a minimum, the following elements:

- (1) The property's current owner(s), including their then current mailing address and telephone number(s);
- (2) The property tax assessor's map number and lot/parcel number, the property's total acreage, and acreage subject to this, or any other restriction or easement;
- (3) The deed book and deed page from the Town of Chelsea and the Town of Vershire Land Records and reference to any approved or pending survey plan, subdivision plan, or any other division of the property's ownership interests;
- (4) A history of the property and its management, including forestry or agricultural activities engaged in during the previous ten years;
- (5) An inventory of forest resources, including: species, quality, age class distributions, growth rates, potential harvest volumes, and values;
- (6) A forest type map, appropriately scaled and accurate, which shall delineate: the property's boundaries, forest types, estimated locations of any threatened or endangered animal and plant species, unique (geological, hydrological, historical, and cultural)

features, existing roads and other access to the property, soil types, topography, and aspect;

(7) A description of the property's abutters and any other protected land(s), including areas protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes, within a reasonable distance of this property;

(8) A description of the owner's management objectives and practices for the ensuing ten-(10) year period, which shall provide for the maintenance and improvement of the overall quality of the timber resource, the maintenance or improvement of soil productivity, and the conservation of water quality;

(9) The management plan shall be reviewed and updated every ten years after consultation with a professional forester or by another individual with written approval of the Grantee.