

APPRAISAL REPORT
OF THE
STATE OF VERMONT PROPERTY
1294 LOOP ROAD
TROY, VERMONT
Effective Date: December 29, 2019

By: Michael F. Keller, MAI, AI-GRS
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January 13, 2020

Marc O'Grady
Director of Planning and Property Management
State of Vermont Department of Buildings & General Services
4 Governor Aiken Avenue
Montpelier, Vermont 05633-7001

Dear Mr. O'Grady:

At your request, I hereby submit a PDF of a real estate appraisal report on the market value of State of Vermont property located at 1294 Loop Road in Troy, Vermont. An inspection of the property for the appraisal was conducted on December 29, 2019.

The purpose of this report is to estimate the market value of the property's fee simple estate according to the definition thereof stated in the report, subject to the assumptions, limitations, and certification therein.

After analyzing all available information, it is the appraiser's opinion that the market value of the property herein described, as of December 29, 2019, is \$220,000.

Sincerely yours,

A handwritten signature in red ink, appearing to be 'M. Keller', with a stylized, cursive-like form.

Michael F. Keller, MAI, AI-GRS

CERTIFICATION OF VALUE

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- no services have been performed regarding the subject property within the three year period immediately preceding acceptance of this assignment, as an appraiser or in any other capacity.
- the appraiser has experience in the appraisal of the subject's property type and considers himself qualified to complete the appraisal assignment, or has taken the appropriate steps required to meet the competency provision of USPAP.



Michael F. Keller, MAI, AI-GRS

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION

PROPERTY OWNER:	State of Vermont
PROPERTY ADDRESS:	1294 Loop Road
TAX MAP ID:	110143.11
CITY/TOWN:	Troy
COUNTY:	Orleans
STATE:	Vermont

LAND

SIZE:	199.12 acres
ACCESS:	Good with 4,620± feet on two roads
SHAPE:	Irregular, partitioned by road
TOPOGRAPHY:	Level to sloping
COVER:	Part forested
SOILS:	Adequate for agriculture
UTILITIES:	Electricity and communication cables

USE, RIGHTS AND RESTRICTIONS

HIGHEST & BEST USE:	Agriculture
PURPOSE OF THE APPRAISAL:	Estimation of market value
USE OF THE APPRAISAL:	Asset management
PROPERTY RIGHTS APPRAISED:	Fee simple
ASSESSMENT:	\$234,500
TAXES:	\$5,115.39
ZONING:	Rural
FLOOD PLAIN:	
OTHER RESTRICTIONS:	Grant of Development Rights

VALUATION AND MARKETING TIME

ESTIMATES OF VALUE:	Cost Approach:	Not applicable
	Income Capitalization Approach:	Not utilized
	Sales Comparison Approach:	\$220,000
RECONCILED VALUE:	\$220,000	
EXPOSURE TIME:	Less than one year	
MARKETING TIME:	Less than one year	
DATE OF VALUE ESTIMATE:	December 29, 2019	

AREA DATA

COUNTY:	Orleans		
MARKET AREA:	Troy		
PRIMARY ACCESS ROUTES:	Vermont Routes 100 and 242		
POPULATION:	Orleans County	1980	23,440
		1990	24,053
		2000	26,277
		2010	27,231
	Troy	1980	NA
		1990	1,609
		2000	1,564
		2010	1,662
HOUSING UNITS:	Orleans County	1980	11,175
		1990	12,551
		2000	14,673
		2010	16,162
	Troy	1980	NA
		1990	NA
		2000	734
		2010	840
ECONOMIC BASE:	Agriculture, timber and recreation (Jay Peak Resort)		

COMMENTS

The town of Troy is located within the north-central part of the state and is formed by Canada to the north, Lowell to the south, Newport to the east and Jay and Westfield to the west.

Troy is agriculture and timber based but is influenced by Jay Peak Resort. Troy is also a bedroom for the Newport and Jay Peak markets.

There are no significant employers within the Town of Troy except the local school system.

NEIGHBORHOOD DATA

ACCESS:	Good
BUILT-UP:	Less than 25%
USES:	Agriculture and single family
OCCUPANCY:	Owner
BUILDING CHARACTERISTICS:	Vary for use, design, age, quality and condition
UTILITIES:	Electricity and communication cables
ADVERSE INFLUENCES:	None noted
TREND:	Stable

COMMENTS

The subject neighborhood is located within the southerly part of Troy, to the south of Vermont Route 100.

The general neighborhood is rural in character and noted were open agricultural land and sloping forested land. Interspersed are building for residential and farm use.

PROPERTY DESCRIPTION

HISTORY OF CONVEYANCE AND USE

The current owner of the subject property acquired title through a warranty deed that is summarized as follows:

GRANTOR:	Quiros Family Farm, Inc.
GRANTEE:	State of Vermont
SALE DATE:	April 10, 2019
RECORDED SALE PRICE:	0
RECORDING:	Troy
BOOK:	87
PAGE:	376

The subject consists of 199.12 acres of undeveloped land. The grantor acquired the property on October 9, 2007 for \$320,000 from Pion. Pion acquired the property for \$220,000 on November 10, 2000.

CONSERVATION RESTRICTIONS

Grant of Development Rights, Conservation Restrictions, Right of First Refusal and Contingent Right of the United States of America is recorded in Volume 61, Page 202 and date November 6, 2002. The grant is for 208 acres except a 9 acre farm complex. The farm complex is assumed to be outside the subject's boundaries.

The grant favors agricultural and forestry uses and does not permit residential development.

Per Volume 68, Page 509, the Right of First Refusal was waived but only for the above transaction.

PROPERTY IDENTIFICATION

The subject property is identified as 1294 Loop Road in Troy, Vermont. A survey of the entire property was not found.

LAND ANALYSIS

LOCATION:	Loop Road
SIZE:	199.12± acres
FRONTAGE:	Bourdeau Road – 535± feet Loop Road – 2,255± feet on east side Loop Road – 1,840± feet on west side
ACCESS:	Good
ROADS:	Public with gravel surface
EXPOSURE:	Good from the public road
TOPOGRAPHY:	Level to sloping
GRADE:	At grade with the abutting road
COVER:	Predominately open with approximately 50± acres forested
SOILS:	Adequate for agriculture
SHAPE:	Irregular. 180± acres on the easterly side of Loop Road and 19.12± acres on the westerly side of said road
ELECTRICITY:	Vermont Electric Cooperative
RESTRICTIONS:	Conserved land

COMMENTS

The subject property is primarily agricultural land with approximately 60 acre non-agricultural and approximately 140 acres of agriculture.

The non-agricultural land is forested or wet with brush cover. The non-agricultural land is at the back with the productive soils extending from the road. Partitioning the land at the back of the westerly agricultural land is Beetle Brook.

The primary soil types are Lamoine silt loam, Cabot silt loam and Colonel-Cabot complex. The Lamoine soils and the Colonel-Cabot soils are within the farmed sections of the property. The Cabot soils are on westerly side of the brook and appear to be adequate for agricultural use.

Noted were a farm pond, two areas proximate to the road that were not recently cut and an old silo with debris.

ZONING

ZONE: Rural

CONFORMANCE: Yes

COMMENTS:

Segments of the zoning ordinance pertinent to the subject have been photocopied and are contained within the Addenda of this report.

ASSESSMENT AND TAXES

ASSESSMENT: \$234,500

**MUNICIPALITY'S REPORTED
EQUALIZATION RATE:** 100%

DATE OF ASSESSMENT: 2012

TAXES: \$5,115.39

COMMENTS:

The State is exempt from taxes.

REAL PROPERTY INTEREST

The real property interest is the fee simple estate. Fee simple is defined as: "Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

PURPOSE AND INTENDED USE OF THE ANALYSIS

The purpose of the evaluation is to estimate the "as is" market value of the subject property. It is understood that the appraisal will be used by the client for internal business purposes.

DEFINITION OF MARKET VALUE

Market value is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated.
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

MARKETING AND EXPOSURE TIME

Exposure time is defined in Statement on Appraisal Standards No. 6 (SMT-6) in the Uniform Standards of Professional Appraisal Practice as published by the Appraisal Foundation as "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market." A reasonable exposure time for the subject's value estimate as rendered herein is estimated at less than one year.

Marketing time is defined in Advisory Opinion 7 of the Uniform Standards of Professional Appraisal Practice as "an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal." A reasonable marketing time for the subject property is estimated at less than one year.

INTENDED USE AND INTENDED USERS

The "intended use" is defined in the Uniform Standards of Professional Appraisal Practice (USPAP) as "the use or uses of an appraiser's reported appraisal,..., as identified

by the appraiser based on communication with the client at the time of the assignment." The "intended user" is defined in the USPAP as "the client and any other party as identified, by name or type, as users of the appraisal,...by the appraiser on the basis of communication with the client at the time of the assignment." The appraiser is of the understanding that the intended use of the appraisal is for asset management. The intended user is the State of Vermont and its representatives.

EFFECTIVE DATE OF THE APPRAISAL AND DATE OF REPORT

The effective date of the appraisal is December 29, 2019. The report was completed on the date shown on the letter of transmittal. The last date of inspection was December 29, 2019.

MARKETING AND EXPOSURE TIME

Exposure time is defined in Statement on Appraisal Standards No. 6 (SMT-6) in the Uniform Standards of Professional Appraisal Practice (published by the Appraisal Foundation) as "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market." A reasonable exposure time for the subject's value estimate as rendered herein is estimated at less than one year.

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SCOPE OF WORK

The scope of work relates to the degree to which the appraiser collected, confirmed, and reported data for the analysis. The appraisal problem was addressed by way of a thorough investigation and analysis of the subject's market area. The area was searched for data applicable for the valuation of the subject. All information was confirmed when possible. Reliance has been placed on information provided by a number of sources, possibly including the property owner, buyers, sellers, lessees, etc. and is assumed to be accurate. The information reported herein is a portion of the data considered and is believed to be representative of market conditions.

APPRAISAL PROCESS

The estimation of a real property's market value involves a systematic analysis of the factors that bear upon the value of real estate. One must define the problem, research and acquire data necessary to solve the problem, classify, analyze and interpret said data into an estimate of value. The process involves an analysis of the subject's competitive market, highest and best use, and the three recognized approaches to value: the Sales Comparison Approach, the Income Capitalization Approach, and the Cost Approach. A detailed presentation of each area of the appraisal process is provided in the sections which follow.

MARKET ANALYSIS

PROPERTY TYPE:	Conserved agricultural land
MARKETING TIME:	One year or less if priced to reflect market value
MARKET AREA:	North central Vermont
SUPPLY:	Fluctuates
DEMAND:	Reasonably good
TREND:	Periodic development and conservation of agricultural land

COMMENTS

The subject has been used primarily for agricultural purposes. The quality of the soils is not known but said land appears to have been continuously farmed.

Agriculture remains a viable land use component for the Troy area market and, as a result, there is a demand for the subject. Under the conservation easement, one may improve the land for agricultural or forestry use and developed improvements for said uses.

HIGHEST AND BEST USE

The highest and best use of the subject property has been carefully considered. Highest and best use has been defined as "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability." Within the highest and best use analysis, consideration is given to the physical adaptability of the property to alternative uses, legal influences such as zoning, as well as market demand for competitive properties.

The subject is a conserved 199.12 acre parcel of land that is primarily agriculture for use. Agriculture is a viable land use for the subject's market and as a result the need for agricultural land remains.

Given the subject's use restrictions, agriculture is the primary use for the subject.

Demand for agricultural land is reasonably good as witnessed by the historic use of the subject and the number of quality dairy farms in Troy. For the valuation, demand is sufficient for the conveyance of the subject within one year if priced to reflect market value.

VALUATION

COST APPROACH

The cost approach to value is defined as "A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting accrued depreciation from the reproduction or replacement cost; and adding the estimated land value plus an entrepreneurial profit. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised."

The cost approach was not used as this approach to value is not applicable for the valuation of land.

INCOME CAPITALIZATION APPROACH

The Appraisal Institute defines the income capitalization approach as "A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways: One year's income expectancy can be capitalized at a market derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."

The income capitalization approach was not used as this approach to value is generally not used for the valuation of agricultural land.

SALES COMPARISON APPROACH

The Appraisal Institute defines the Sales Comparison Approach as "A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison."

The sales comparison approach was used to estimate the subject's value. This method involved the research for and collection of comparable sale data, an analysis of the data, and the application of adjustments to the comparable sales to arrive at value indicators. The research provided three sales that were deemed to have common bonds with the subject. Sales 2, 3 and 5 were directly considered and are presented within a grid on a following page.

The sales were analyzed on a sale price per acre basis with dollar adjustments. This unit of comparison was deemed appropriate for the analysis. Considered for adjustments were property rights conveyed, financing, time/market conditions, location, size, frontage/access, shape, topography, cover, soils, view, zoning, water influence, improvements and utilities.

Each sale was similar to the subject and adjustments were not made. Under property rights, Sale 2 was not conserved but was not developable due to the proximity of the Missisquoi River. The subject and Sales 3 and 5 are conserved and do not permit residential buildings.

Each property is located within a small community where agriculture remains as an important land use. The acreage differences do not appear to require adjustments nor does the date of sale. The value of physically or legally restrictive land has remained stable for the timer period presented

All properties are physically similar with the differences not monetarily measurable.

Sale 3, the most recent sale, provides the highest value indicator and as a result the sale price for Sale 3 reflects the higher scale of value.

The subject's value indicators range from \$190,000 to \$220,000 to \$280,000 with Sale 3 at \$280,000.

A review of the available information has led this appraiser to conclude that a reasonable value estimate for the subject, as of December 29, 2019, is \$220,000.

VALUE FACTORS	SUBJECT	SALE 2	SALE 3	SALE 5
Sale Price		\$65,000	\$165,000	\$172,000
Sale Date		6-8-13	12-14-18	4-12-16
Size	199.12 A	68 A	117.5 A	156 A
Sale Price/Size		\$955	\$1,404	\$1,102
Property Rights	Conserved	Not conserved	Conserved	Conserved
Financing		--		
		Cash to seller	Cash to seller	Cash to seller
Time/Market Conditions	December 29, 2019	--		
		79 mos. before	12 mos. before	44 mos. before
		--	--	--
Adjusted Price/Acre	Sale	\$955	\$1,404	\$1,102
Location	Loop Road, Troy, Vermont	Loop Road, Troy, Vermont	Highbridge Road, Fairfax, Vermont	Hemenway Road, Bridport, Vermont
		--	--	--
Size	199.12 acres	68 acres	117.5 acres	156 acres
		--	--	--
Frontage/Access	535 FF, 2,255 FF, 1,810 FF, adequate access	2,000± FF, adequate access	1,800± FF, adequate access	2,060 FF, adequate access
		--	--	--
Shape	Irregular, partitioned by road	Irregular	Irregular	Irregular
		--	--	--
Topography	Level to sloping	Level with narrow ravines	Level to sloping	Level to gently sloping
		--	--	--
Cover	Predominately open	Predominately open	Part open	Predominately open
		--	--	--
Soils	Adequate for agriculture	Adequate for agriculture	Adequate for agriculture	Adequate for agriculture
		--	--	--
View	Local	Local	Good	Local
		--	--	--
Zoning	Rural	Rural	Rural	Rural
		--	--	--
Improvements	None	None	None	None
		--	--	--
Utilities	Elec. and tele.	Elec. and tele.	Elec. and tele.	Elec. and tele.
		--	--	--
Net Adjustment		--	--	--
Indicated Value Per Size		\$955	\$1,404	\$1,102
Indicated Value of Subject		\$190,159	\$279,564	\$219,430
Rounded To:		\$190,000	\$280,000	\$220,000

SALE NO. 1

TYPE OF PROPERTY: Land
HIGHEST & BEST USE: Agriculture
LOCATION: 6300 Ethan Allen Highway, Charlotte, Vermont
GRANTOR: Gregory D. and Deborah L. Christman
GRANTEE: Ben and Kristine L. Dykema
DATE OF DEED: August 31, 2010
MUNICIPALITY RECORDED: Charlotte **Book:** 188 **Page:** 177
SALES PRICE: \$79,500
UNIT PRICE: \$1,030/acre
ZONING: Rural
FINANCING: Cash to seller
PRICE CONFIRMED WITH: Ben Dykema

REMARKS:

This sale was reported to have been an arms-length transaction. The land was acquired for agriculture and could not be developed as a single entity.

SITE DESCRIPTION

NEIGHBORHOOD: Residential
SHAPE: Irregular
SIZE: 77.18 acres
TOPOGRAPHY: Level to gently sloping
COVER: Predominately open
VIEW: Local to pleasant
SOILS: Adequate for agricultural use, flood hazard
FRONTAGE & ACCESS: 300 feet, low and wet
UTILITIES: Electricity and communication cables

Code:
File:

SALE NO. 2

TYPE OF PROPERTY: Land
HIGHEST & BEST USE: Agriculture
LOCATION: Loop Road, Troy, Vermont
GRANTOR: Vermont Highland Cattle Company, LLC
GRANTEE: Benjamin Moulton and Amanda Taylor
DATE OF DEED: June 8, 2013
MUNICIPALITY RECORDED: Troy **Book:** 76 **Page:** 20
SALES PRICE: \$65,000
UNIT PRICE: \$955/acre
ZONING: Rural
FINANCING: Cash to seller
PRICE CONFIRMED WITH: Attempts to reach the grantee were not successful

REMARKS:

Land acquired for agricultural and was later conserved by the grantee. Grantee owns a dairy farm nearby. At the time of sale, did not appear to be developable for residential purposes.

SITE DESCRIPTION

NEIGHBORHOOD: Rural residential and agriculture
SHAPE: Irregular
SIZE: 68 acres
TOPOGRAPHY: Predominately level
COVER: Predominately open
SOILS: Adequate for agriculture
FRONTAGE & ACCESS: 2,000± feet, adequate access
RIVER FRONTAGE: Extensive Missisquoi River frontage
SITE IMPROVEMENTS: None
UTILITIES: Electricity and telephone available

SALE NO. 3

TYPE OF PROPERTY: Land

HIGHEST & BEST USE: Agricultural land
LOCATION: Westerly of U.S. Route 7, Ferrisburgh, Vermont
GRANTOR: Judith Giusto
GRANTEE: Allen and Sandra L. Brisson
DATE OF DEED: July 25, 2003
MUNICIPALITY RECORDED: Ferrisburgh **Book:** 105 **Page:** 300
SALES PRICE: \$154,000
UNIT PRICE: \$747/acre
ZONING: Rural Agricultural and Conservation
FINANCING: Cash to seller
PRICE CONFIRMED WITH: Allen Brisson

REMARKS:

This sale was reported to have been an arms-length transaction. This conserved land is partitioned by railroad with 52.54 acres on the east side with ROW access and 154 acres on the west side of the railroad with farm crossing. The west side runs along Little Otter Creek. Per the grantee, the land is not developable and was purchased for agricultural use.

SITE DESCRIPTION

NEIGHBORHOOD: Rural
SHAPE: Irregular
SIZE: 206 acres
TOPOGRAPHY: Predominately level
COVER: Predominately open
VIEW: Local to pleasant
SOILS: Adequate for tillage
FRONTAGE & ACCESS: ROW, adequate access
UTILITIES: Electricity and communication cables for easterly land

Code:
File:

SALE NO. 4

TYPE OF PROPERTY: Land
HIGHEST & BEST USE: Agriculture
LOCATION: 120 Highbridge Road (VT Rte. 104A), Fairfax, Vermont
GRANTOR: Chad Fellows
GRANTEE: The Maple Fix, LLC
DATE OF DEED: December 14, 2018
MUNICIPALITY RECORDED: Fairfax **Book:** 262 **Page:** 247
SALES PRICE: \$165,000
UNIT PRICE: \$1,404/acre
ZONING: Rural
FINANCING: Cash to seller
PRICE CONFIRMED WITH: Amanda Taylor

REMARKS:

The grantor acquired the property on the same date from Jason D. Minor for the same price and acted as a straw man. The property had been conserved and the land with development rights sold. Property in Current Use program.

SITE DESCRIPTION

NEIGHBORHOOD: Rural residential (excluding an inn property)
SHAPE: Irregular, partitioned by road
SIZE: 117.5 acres
TOPOGRAPHY: Level to sloping
COVER: 62 acres forested, 55.55 acres agriculture
SOILS: Part adequate for agriculture
FRONTAGE & ACCESS: 1,800± feet
SITE IMPROVEMENTS: None
UTILITIES: Electricity and telephone

SALE NO. 5

TYPE OF PROPERTY: Land
HIGHEST & BEST USE: Agriculture
LOCATION: Hemenway Road, Bridport, Vermont
GRANTOR: Leo Jerome Connor, Jr., et. al.
GRANTEE: Dirt Capital Partners 2016 LLC
DATE OF DEED: April 12, 2016
MUNICIPALITY RECORDED: Bridport **Book:** 87 **Page:** 412
SALES PRICE: \$172,000
UNIT PRICE: \$1,102/acre
ZONING: Rural
FINANCING: Cash to seller
PRICE CONFIRMED WITH: William Connor

REMARKS:

This sale was reported to have been an arms-length transaction. Several years early, the above grantee acquired the main farm from the grantor. Two separate properties and two separate transactions. This property, 156 acres, had been conserved.

SITE DESCRIPTION

NEIGHBORHOOD: Rural residential and agriculture
SHAPE: Irregular
SIZE: 156 acres
TOPOGRAPHY: Predominately level
COVER: Predominately open
SOILS: Good for agriculture (118 acres ag land)
FRONTAGE & ACCESS: 2,060 feet, adequate access
SITE IMPROVEMENTS: None
UTILITIES: Electricity and telephone

RECONCILIATION

The cost and the income capitalization approaches were not used for reasons previously stated. The sales comparison approach has been relied on for the valuation.

After considering all of the available data and indications of value contained within this report, the appraiser is of the opinion that the market value for the subject property, as of December 29, 2019, is:

TWO HUNDRED TWENTY THOUSAND DOLLARS

(\$220,000)

QUALIFICATIONS OF THE APPRAISER

Michael F. Keller, MAI, AI-GRS

I.	Education:	<u>Year</u>
	Bachelor of Arts, Economics, University of Vermont	1971
II.	Technical Training:	
	<u>Courses</u>	<u>Sponsoring Institution</u>
	Course 101	Society of Real Estate Appraisers
		1973
	Course 201	Society of Real Estate Appraisers
		1974
	Course 410 - Standards of Professional Practice - Part A	Appraisal Institute
		1995
	Course 420 - Standards of Professional Practice - Part B	Appraisal Institute
		1995
	Course 430 - Standards of Professional Practice - Part C	Appraisal Institute
		1998
	Course 620 - Sales Comparison Valuation of Small, Mixed-Use Properties	Appraisal Institute
		1998
	Course II430 – Standards Of Professional Practice – Part C	Appraisal Institute
		2002
	Course 400 - Standards of Professional Practice	Appraisal Institute
		2004
	Valuation of Conservation Easements	Appraisal Institute
		2008

Seminars - Partial List

Appraising Apartments	Society of Real Estate Appraisers	1978
Narrative Report Writing	Society of Real Estate Appraisers	1980
Creative Financing/ Cash Equivalency	Society of Real Estate Appraisers	1981
Marketability & Market Analysis	Society of Real Estate Appraisers	1984
Cash Flow & Risk Analysis	Society of Real Estate Appraisers	1984
Investment Feasibility Feasibility Analysis	Society of Real Estate Appraisers	1984
R-41-B & The Appraiser	Society of Real Estate Appraisers	1985
Professional Practice Seminar	Society of Real Estate Appraisers	1988
Discounted Cash Flow Analysis	American Institute of Real Estate Appraisers	1988
Hotel/Motel Valuation	Appraisal Institute	1992
The Internet and Appraising	Appraisal Institute	1998
Litigation Skills for the Appraiser	Appraisal Institute	1998
Appraisal of Nursing Facilities	Appraisal Institute	2000
Appraising from Blueprints And Specifications	Appraisal Institute	2000
Residential Property Construction	Appraisal Institute	2001
Valuation of Detrimental Conditions in Real Estate	Appraisal Institute	2001
Analyzing Operating Expenses	Appraisal Institute	2003
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2003

Case Studies in Partnership and Common Tenancy Valuation	Appraisal Institute	2004
Appraising Convenience Stores	Appraisal Institute	2006
Rates & Ratios	Appraisal Institute	2007
Valuation of Conservation Easements	Appraisal Institute	2008
Uniform Appraisal Standards For Federal Land Acquisitions	Appraisal Institute	2009
Condemnation Appraising: Principles & Applications	Appraisal Institute	2014
Review Theory - General	Appraisal Institute	2014

III. Experience & Current Status:

January 1972 - November 1972	Real Estate Salesman for The Allen Agency Real Estate, Inc.
November 1972 - February 1975	Staff Appraiser, Office of George F. Silver
February 1975 - November 2006	Independent Fee Appraiser, Partner Keller O'Brien & Kaffenberger, Inc.
December 2006 - Present	Independent Fee Appraiser Keller & Associates, Inc.

IV. Licensee:

Licensed as Certified General Real Estate Appraiser, #80-10, State of Vermont, 6/1/18-5/31/20

Licensed as Real Estate General Appraiser, #46000014905, State of New York, 3/15/18-3/14/20

Licensed as Certified General Real Estate Appraiser, NHCG-424, State of New Hampshire, 1/1/19-12/31/20

V. Professional Membership:

Member Appraisal Institute - MAI and AI-GRS designations; currently certified under the Appraisal Institute Continuing Education Program

ASSUMPTIONS AND LIMITATIONS OF APPRAISAL

Appraisal is not a Survey

No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct.

It is assumed that the utilization of the land and improvements is within the boundaries of the property lines of the property described and that there is no encroachment or trespass unless noted within the report.

Appraisal is not a Legal Opinion

No responsibility is assumed for matters of legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. It is assumed that all applicable zoning and use of regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that lease encumbrances on the subject property, if present, are legally binding contracts between the lessee and the lessor. It is further assumed that all information transmitted to the appraiser regarding the lease documents is accurate and representative.

It is assumed that the subject property conforms to all land use and building regulations and codes.

Appraisal is not an Engineering Report

This appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraiser is not a construction, engineering, or legal expert, and any opinion given on these matters in this report should be considered preliminary in nature.

It is assumed that there are no hidden or inapparent conditions of the property, sub-soil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or the engineering which may be required to discover such factors. Since no engineering or percolation tests were made, no liability is assumed for soil conditions. Sub-surface rights (mineral and oil) were not considered in making this appraisal.

For properties with structures: The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, and all mechanicals and construction is based on a casual inspection only and no detailed inspection was made. For instance, we are not experts on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not checked for building code violations and it is assumed that all buildings meet the building codes unless so stated in the report.

Some items such as conditions behind walls, above ceilings, behind locked doors, or under the ground are not exposed to casual view and, therefore, were not inspected. The existence of insulation (if any is mentioned) was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any observed condition comments given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is made as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating system, air conditioning system, plumbing, electrical service, insulation or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a construction expert be hired for a detailed investigation.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Americans with Disabilities Act of 1990

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. The lack of compliance may or may not require modification to the property and may impact the property's value and marketability. Unless otherwise indicated in the report, value reductions resulting from the ADA have not been

considered in this appraisal because of the uncertainties regarding the property's compliance with the Act, the administration of enforcement and waivers, and the resulting value impacts.

Appraisal is Made Under Conditions of Uncertainty

Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct, and reliable. No responsibility for the accuracy of such information is assumed by the appraiser.

The comparable sales data relied upon in the appraisal is believed to be from reliable sources. Though all the comparables were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.

Engineering analyses of the subject property were neither provided for use nor made as a part of this appraisal contract. Any representation as to the suitability of the property for uses suggested in this analysis is therefore based only on a rudimentary investigation by the appraiser and the value conclusions are subject to said limitations.

All values shown in the appraisal report are projections based on my analysis as of the date of the appraisal. These values may not be valid in other time periods or as conditions change. Since the projected mathematical models are based on estimates and assumptions which are inherently subject to uncertainty and variation depending upon evolving events, I do not represent them as results that will actually be achieved.

This appraisal is an estimate of value based on an analysis of information known to us at the time the appraisal was made. I do not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice.

Use of the Appraisal Report

The appraisal report, or any parts thereof, may not be reproduced in any form without permission of the appraiser.

The appraisal report, and any parts thereof, is intended for the sole use of the client and the appraiser. Information relating to the analysis or value conclusions contained herein will not be released by this office except under the following conditions:

- 1) Permission of the client to release a copy of this report to any authorized individual or individuals,
- 2) Use by the appraiser or member of his/her immediate office in a professional capacity, however, never revealing the analysis of data or value conclusions contained herein,
- 3) Use by approved representatives of Appraisal Institute as required and in observance of the code of ethics and standards of professional practice of said organization.

Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made in a reasonable time in advance. In addition, the appraiser reserves the right to consider and evaluate additional data that becomes available between the date of evaluation and the date of any trial and to make any adjustments to the value opinions that may be required.

Personal Property

Unless otherwise indicated, the appraisal has not given consideration to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered in the analysis.

Hypothetical Condition

Hypothetical condition is defined in the Uniform Standards of Professional Appraisal Practice (USPAP) as "that which is contrary to what exists but is supposed for the purpose of analysis." The analysis includes no hypothetical conditions.

Extraordinary Assumptions

An extraordinary assumption is defined in the Uniform Standards of Professional Appraisal Practice (USPAP) as "an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions." The analysis includes no extraordinary assumptions.

END NOTES

The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice (USPAP)*, 2014-2015 Edition

<u>Definition</u>	<u>Page</u>
Exposure Time	Page U-2
Extraordinary Assumptions	Page U-3
Hypothetical Condition	Page U-3
Marketing Time	Page A-13

Interagency Appraisal & Evaluation Guidelines, Federal Register, Vol. 75, No. 237, 12/10/2010

<u>Definition</u>	<u>Page</u>
Market Value	77472

Appraisal Institute, *The Appraisal of Real Estate*, 13th Edition

<u>Definition</u>	<u>Page</u>
Use Value	Page 27

Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th Edition, Chicago, Illinois, 2010

<u>Definition</u>	<u>Page</u>
Condominium	Page 41
Cost Approach	Page 47
Depreciation	Page 56
Entrepreneurial Profit	Page 67
External Obsolescence	Page 73
Fee Simple Estate	Page 78
Functional Obsolescence	Page 85
Highest and Best Use	Page 93
Income Approach	Page 99
Intended Use	Page 102
Intended User	Page 102
Leased Fee Estate	Page 111
Leasehold Interest	Page 111
Replacement Cost	Page 168
Reproduction Cost New	Page 169
Retrospective Value Opinion	Page 171
Sales Comparison Approach	Page 175
Use of Appraisal	Page 204
Use Value	Page 204

ADDENDA

SUBJECT PROPERTY PHOTOGRAPHS



SUBJECT PROPERTY PHOTOGRAPHS



SUBJECT PROPERTY PHOTOGRAPHS



SUBJECT PROPERTY PHOTOGRAPHS



SUBJECT PROPERTY PHOTOGRAPHS



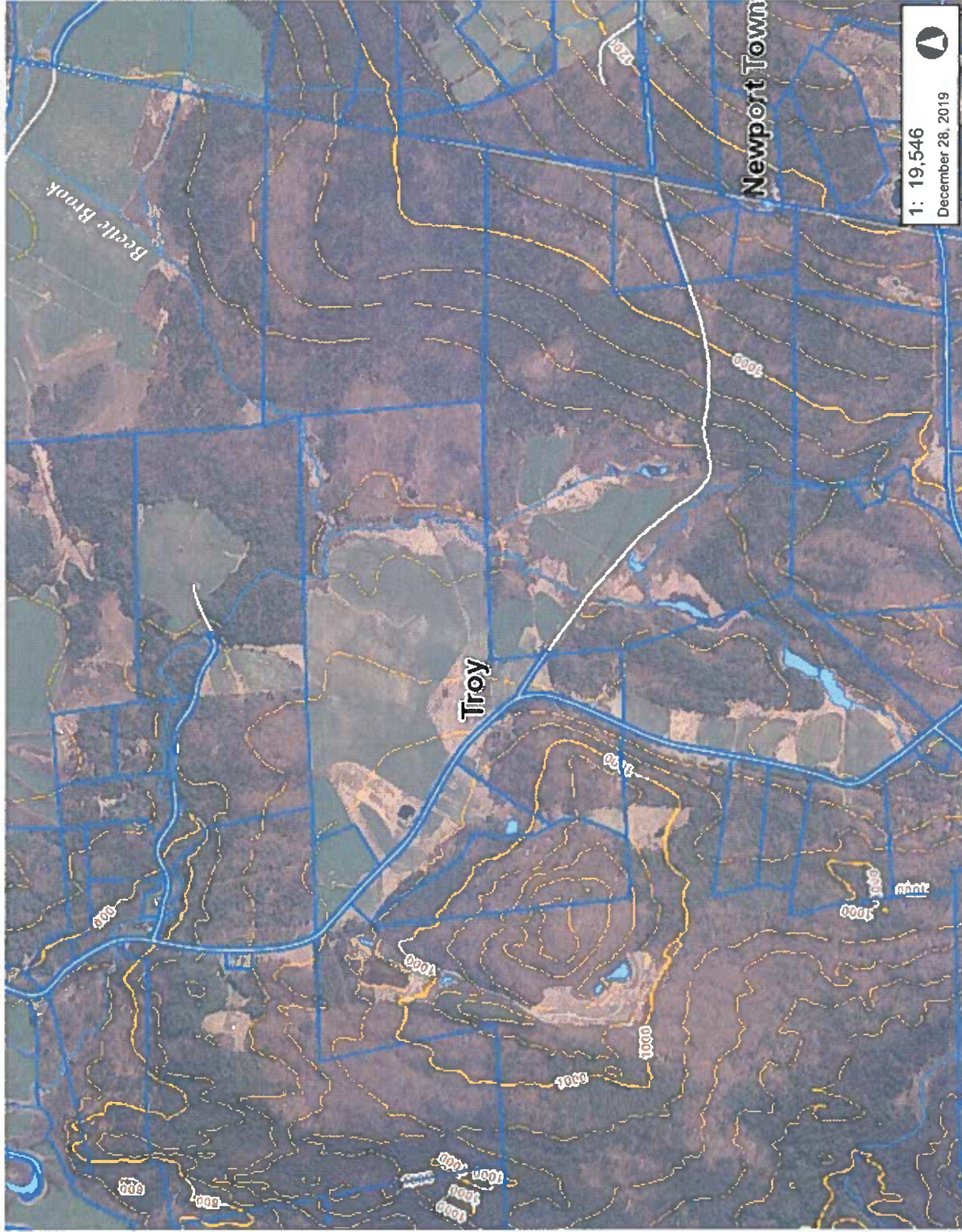




Natural Resources Atlas

Vermont Agency of Natural Resources

vermont.gov



1: 19,546

December 28, 2019

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

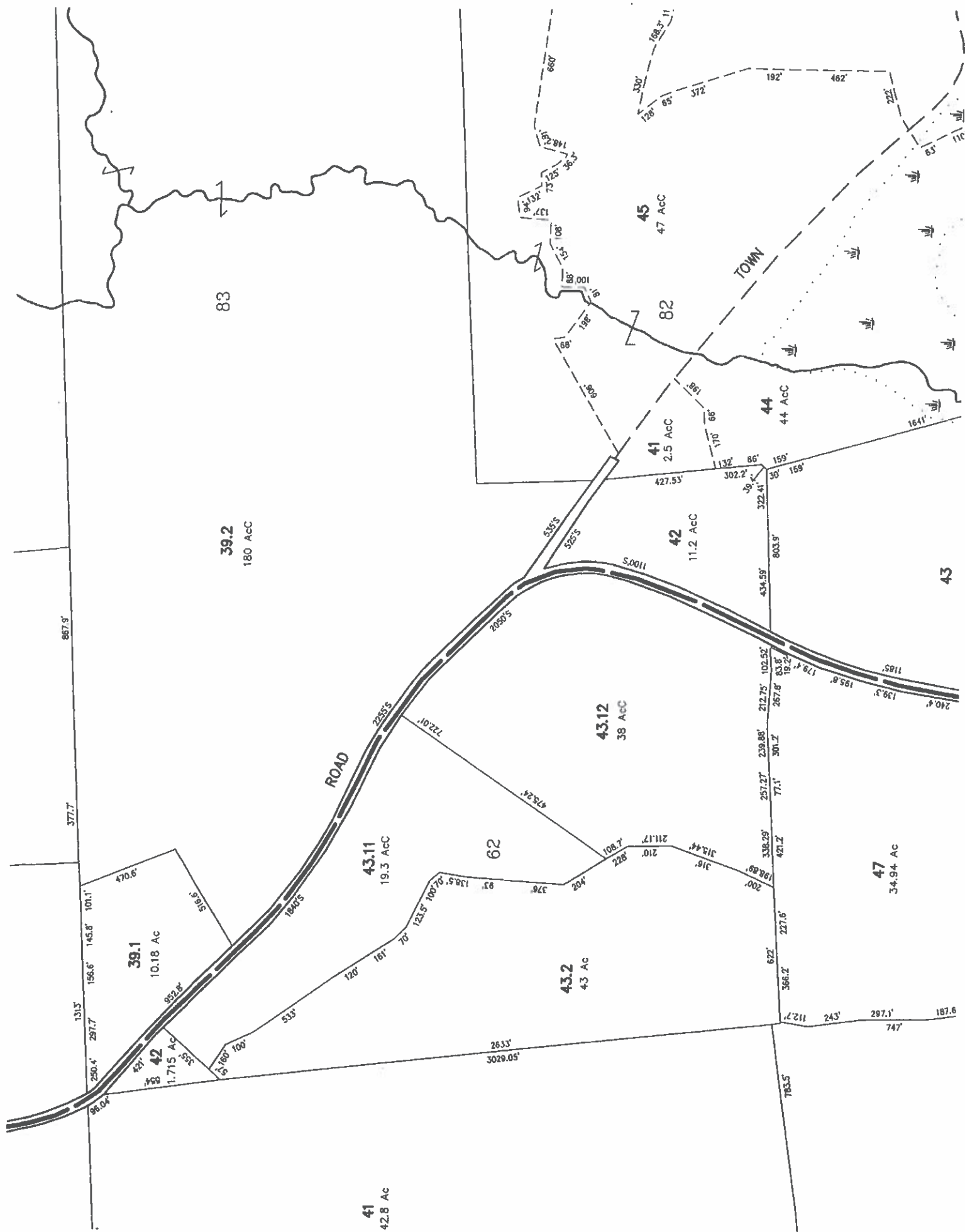
993.0 0 496.00 993.0 Meters
1" = 1629 Ft. 1cm = 195 Meters
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Vermont Agency of Natural Resources
THIS MAP IS NOT TO BE USED FOR NAVIGATION

LEGEND

- Landfills**
 - OPERATING
 - CLOSED
- Land Use Restrictions**
 - Class IV GW Redass
 - Class VI GW Redass
 - Deed Restriction
 - Easement
 - Land Record Notice
 - Other
- Hazardous Site**
- Hazardous Waste Generators**
- Parcels (standardized)**
- Parcels (non-standardized)**
- Roads**
 - Interstate
 - Principal Arterial
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Local
 - Not part of function Classification S
- Waterbody**
- Stream**
- Town Boundary**

NOTES

Map created using ANR's Natural Resources Atlas





Natural Resources Atlas

Vermont Agency of Natural Resources

vermont.gov



LEGEND

Parcels (standardized)

Parcels (non-standardized)

Roads

Interstate

Principal Arterial

Minor Arterial

Major Collector

Minor Collector

Local

Not part of function Classification S

Waterbody

Stream

Town Boundary

NOTES

Map created using ANR's Natural Resources Atlas

1: 9,773
December 30, 2019

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

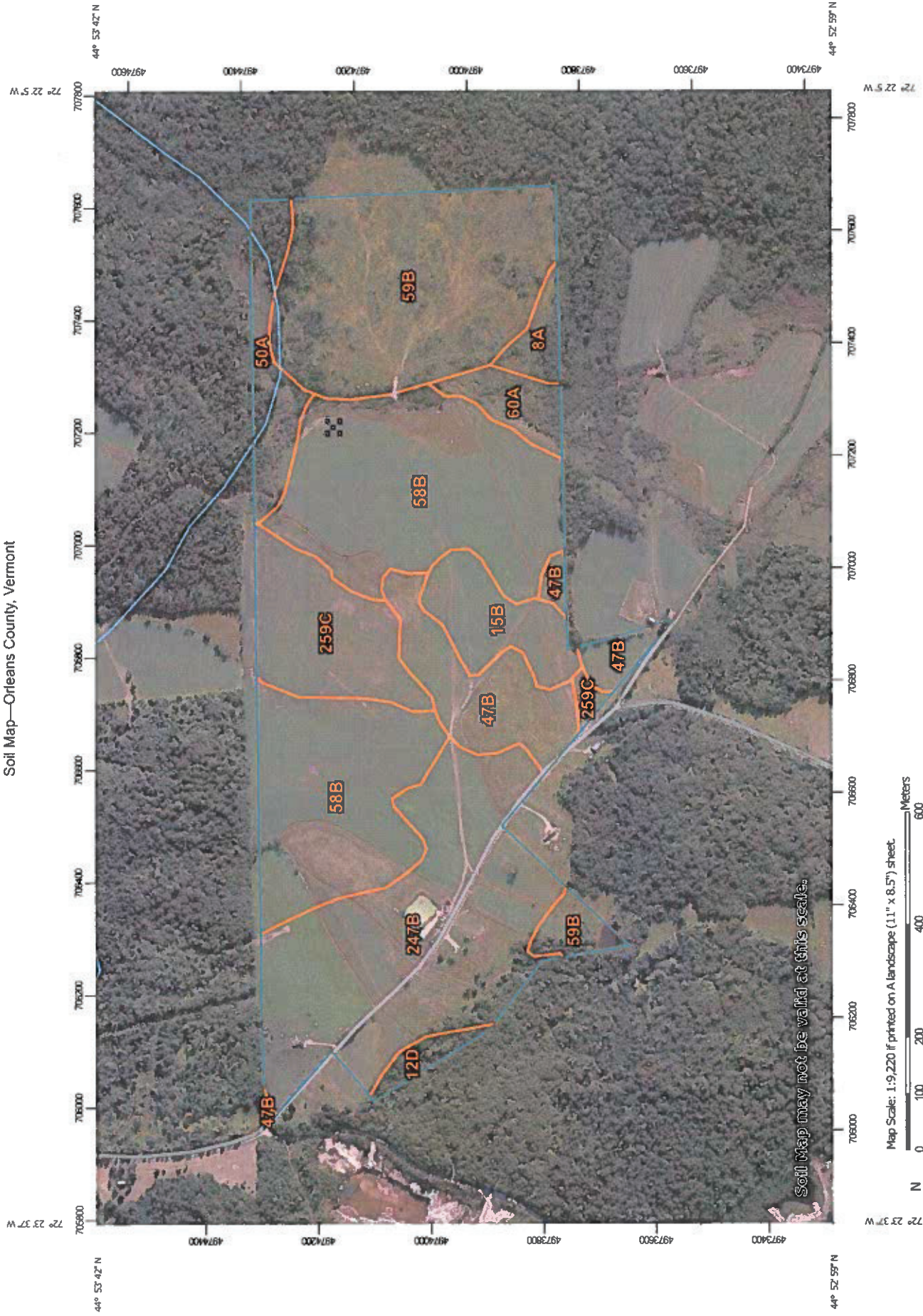
496.0 0 248.00 496.0 Meters

1" = 814 Ft. 1cm = 98 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Vermont Agency of Natural Resources

Soil Map—Orleans County, Vermont



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
8A	Roundabout silt loam, 0 to 3 percent slopes	3.0	1.4%
12D	Tunbridge-Lyman complex, 15 to 35 percent slopes, very rocky	2.2	1.0%
15B	Peru fine sandy loam, 3 to 8 percent slopes	9.2	4.4%
47B	Cabot silt loam, 3 to 8 percent slopes	16.2	7.7%
50A	Scantic silt loam, 0 to 3 percent slopes	8.5	4.0%
58B	Lamoine silt loam, 3 to 8 percent slopes	61.7	29.5%
59B	Cabot silt loam, 0 to 8 percent slopes, very stony	41.5	19.8%
60A	Rumney fine sandy loam, 0 to 3 percent slopes, frequently flooded	4.7	2.2%
247B	Colonel-Cabot complex, 3 to 8 percent slopes	46.5	22.2%
259C	Colonel-Cabot complex, 8 to 15 percent slopes, very stony	16.0	7.6%
Totals for Area of Interest		209.5	100.0%

Orleans County, Vermont

59B—Cabot silt loam, 0 to 8 percent slopes, very stony

Map Unit Setting

National map unit symbol: 2qgwf
Elevation: 750 to 2,100 feet
Mean annual precipitation: 31 to 95 inches
Mean annual air temperature: 27 to 52 degrees F
Frost-free period: 70 to 135 days
Farmland classification: Not prime farmland

Map Unit Composition

Cabot, very stony, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cabot, Very Stony

Setting

Landform: Hills, mountains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Mountainbase, base slope
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy lodgment till derived from mica schist and/or loamy lodgment till derived from limestone

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
A - 1 to 9 inches: silt loam
Bg - 9 to 14 inches: silt loam
BCg - 14 to 17 inches: channery silt loam
Cdg1 - 17 to 22 inches: channery fine sandy loam
Cdg2 - 22 to 65 inches: channery silt loam

Properties and qualities

Slope: 0 to 8 percent
Percent of area covered with surface fragments: 1.5 percent
Depth to restrictive feature: 10 to 22 inches to densic material
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 1.42 in/hr)
Depth to water table: About 0 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 3.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: D
Hydric soil rating: Yes

Minor Components

Colonel, very stony

Percent of map unit: 6 percent
Landform: Mountains, hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Mountainbase, base slope
Microfeatures of landform position: Rises, rises
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Peacham, very stony

Percent of map unit: 6 percent
Landform: Mountains, hills
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Mountainbase, base slope
Microfeatures of landform position: Closed depressions, closed depressions
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Buckland, very stony

Percent of map unit: 3 percent
Landform: Mountains, hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainbase, base slope
Microfeatures of landform position: Rises, rises
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Peru, very stony

Percent of map unit: 3 percent
Landform: Mountains, hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainbase, base slope
Microfeatures of landform position: Rises, rises
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Wonsqueak, very stony

Percent of map unit: 2 percent
Landform: Hills, mountains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Mountainbase, base slope
Microfeatures of landform position: Closed depressions, closed depressions
Down-slope shape: Concave

Across-slope shape: Concave
Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Orleans County, Vermont
Survey Area Data: Version 27, Sep 16, 2019

Orleans County, Vermont

58B—Lamoine silt loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9j05

Elevation: 490 to 1,310 feet

Mean annual precipitation: 36 to 46 inches

Mean annual air temperature: 38 to 44 degrees F

Frost-free period: 110 to 135 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Lamoine and similar soils: 80 percent

Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lamoine

Setting

Landform: Lake plains

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Clayey glaciolacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam

H2 - 9 to 20 inches: silt loam

H3 - 20 to 29 inches: silty clay loam

H4 - 29 to 65 inches: silty clay loam

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Somewhat poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Low to moderately high (0.00 to 0.20 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: C/D

Hydric soil rating: No

Minor Components

Scantic

Percent of map unit: 10 percent

Landform: Lake plains, drainageways, depressions

Hydric soil rating: Yes

Nicholville

Percent of map unit: 5 percent

Landform: Lake plains, rises

Hydric soil rating: No

Roundabout

Percent of map unit: 3 percent

Landform: Depressions, lake plains, drainageways

Hydric soil rating: Yes

Irasburg

Percent of map unit: 2 percent

Landform: Lake plains, rises

Hydric soil rating: No

Data Source Information

Soil Survey Area: Orleans County, Vermont

Survey Area Data: Version 27, Sep 16, 2019

Orleans County, Vermont

247B—Colonel-Cabot complex, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2w9nk

Elevation: 590 to 1,570 feet

Mean annual precipitation: 31 to 95 inches

Mean annual air temperature: 27 to 52 degrees F

Frost-free period: 90 to 160 days

Farmland classification: Farmland of statewide importance, if drained

Map Unit Composition

Colonel and similar soils: 63 percent

Cabot and similar soils: 25 percent

Minor components: 12 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Colonel

Setting

Landform: Mountains, hills

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Mountainbase, interfluv

Down-slope shape: Linear

Across-slope shape: Concave

Parent material: Loamy lodgment till derived from mica schist
and/or loamy lodgment till derived from granite and/or loamy
lodgment till derived from phyllite

Typical profile

Ap - 0 to 7 inches: fine sandy loam

Bs1 - 7 to 9 inches: fine sandy loam

Bs2 - 9 to 12 inches: fine sandy loam

BC - 12 to 18 inches: gravelly fine sandy loam

Cd - 18 to 65 inches: gravelly fine sandy loam

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: 10 to 20 inches to densic material

Natural drainage class: Somewhat poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Very
low to moderately high (0.00 to 1.42 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water storage in profile: Very low (about 2.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: D

Hydric soil rating: No

Description of Cabot

Setting

Landform: Hills, mountains

Landform position (two-dimensional): Footslope, toeslope

Landform position (three-dimensional): Mountainbase, interfluve

Down-slope shape: Concave

Across-slope shape: Concave

Parent material: Loamy lodgment till derived from mica schist
and/or loamy lodgment till derived from limestone

Typical profile

Ap - 0 to 7 inches: silt loam

Bg - 7 to 13 inches: fine sandy loam

Cdg - 13 to 65 inches: fine sandy loam

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: 6 to 20 inches to densic material

Natural drainage class: Poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Very
low to moderately high (0.00 to 1.42 in/hr)

Depth to water table: About 0 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Very low (about 2.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: D

Hydric soil rating: Yes

Minor Components

Peru

Percent of map unit: 10 percent

Landform: Hills, mountains

Landform position (two-dimensional): Backslope, footslope

Landform position (three-dimensional): Mountainbase, interfluve

Microfeatures of landform position: Rises, rises

Down-slope shape: Convex

Across-slope shape: Linear, convex

Hydric soil rating: No

Peacham

Percent of map unit: 2 percent

Landform: Hills, mountains

Landform position (two-dimensional): Toeslope, footslope

Landform position (three-dimensional): Mountainbase, interfluve

Microfeatures of landform position: Closed depressions, closed
depressions

Down-slope shape: Concave

Across-slope shape: Concave

Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Orleans County, Vermont

Survey Area Data: Version 27, Sep 16, 2019

Table 204.1: Rural District

Objective: To provide for low-density development of various types while maintaining the natural qualities and rural character of the Town.

Permitted Uses

Accessory Use or Structure	Dwelling, Single-family
Agriculture ¹	Dwelling, Two-family
Cemetery	Forestry ¹
Dwelling, Accessory	Home Occupation ²

Conditional Uses

Airport	Personal Services
Animal Hospital	Private Club
Dwelling, Multi-family	School ³
Auto Sales & Service	Health Care Facility ³
Mobile Home Park	Retail Fuel Oil
Contractor's Yard	Light Industry
Religious Institution ³	Auto Repair
Essential Service	Public Facility ³
Lodging Facility	Sand and Gravel Pit
Restaurant	Recreational Facility
Office	Warehouse
Bed & Breakfast	Mortuary

Minimum Lot Area and Dimensions

Lot area (acres):	1
Frontage (ft):	125
Front yard (ft):	40
Side yard (ft):	25
Rear yard (ft):	25

¹ See Section 302: Uses Exempt from Zoning

² See Section 304: Protection of Home Occupations

³ See Section 301: Limitations on Municipal Bylaws

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **Quiros Family Farm, Inc. a/k/a Quiros Family Farms, Inc.**, a Vermont corporation, Grantor, in consideration of Ten and More Dollars paid to its full satisfaction by Grantee, the **State of Vermont**, by and through its **Department of Buildings and General Services** (hereinafter the "**State of Vermont**"), by these presents does freely GIVE, GRANT, SELL AND CONFIRM unto the said Grantee, the **State of Vermont**, and its successors and assigns forever, certain lands and premises in the Town of Troy, County of Orleans and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to Quiros Family Farms, Inc. by Warranty Deed of Ariel Quiros and Okcha Quiros dated January 17, 2008 and recorded in Book 69, Pages 165-166 of the Troy Land Records.

Further being all and the same land and premises conveyed to Ariel Quiros and Okcha Quiros by Warranty Deed of Armand R. Pion and Linda M. Pion dated October 9, 2007 and recorded in Book 68, Pages 510-511 of the Troy Land Records.

Said land and premises are subject to conservation easements, restrictions and obligations as set forth in the Grant of Development Rights, Conservation Restrictions, Right of First Refusal and Contingent Right of the United States of America from Armand R. Pion and Linda M. Pion to Vermont Land Trust, Inc.; Vermont Agency of Agriculture, Food and Markets; and the Vermont Housing and Conservation Board dated December 31, 2002 and recorded in Book 61, Pages 202-208 of the Troy Land Records.

This conveyance is made subject to and with the benefit of any and all easements, rights-of-way, conditions, and restrictions of record, provided, however, that this paragraph shall not reinstate any such interest or encumbrance previously extinguished by the Marketable Record Title Act as set forth in Title 27 Vermont Statutes Annotated section 601-606 and any amendments thereto.

Reference is hereby made to the above-referenced deeds, plan and instruments, the records thereof, the references therein and the respective records thereof, all in further aid of this description.

TO HAVE AND TO HOLD all the granted premises, together with all the privileges and appurtenances thereof, to the said Grantee, the **State of Vermont**, and its successors and

assigns, to its own use and behoof forever; and the said Grantor, **Quiros Family Farm, Inc. a/k/a Quiros Family Farms, Inc.**, for itself and its successors and assigns, does covenant with the said Grantee, the **State of Vermont**, and its successors and assigns, that until the ensembling 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, and that they are free from every encumbrance, except as aforesaid.

And the Grantor, **Quiros Family Farm, Inc. a/k/a Quiros Family Farms, Inc.**, hereby engages to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, **Quiros Family Farm, Inc. a/k/a Quiros Family Farms, Inc.** has caused this instrument to be signed this 10th day of April, 2019.

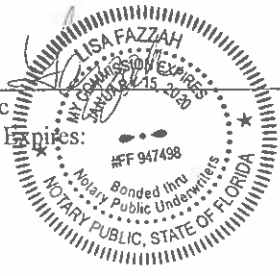
QUIROS FAMILY FARM, INC.
By: [Signature]
Ariel Ivan Quiros,
Its Duly Authorized Agent

STATE OF Florida)
COUNTY OF Miami - Dade) ss.
County

At Miami, in said County and State, this 10th day of April, 2019 personally appeared Ariel Ivan Quiros, a authorized agent of Quiros Family Farm, Inc. a/k/a Quiros Family Farms, Inc. and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Quiros Family Farm, Inc. a/k/a Quiros Family Farms, Inc.

Before me: [Signature]
Notary Public
Commission Expires: 2020

1294 LOOP ROAD, TROY, VT 05662
RECEIVED TOWN CLERK'S OFFICE 4/25/2019
AT 11:59 O'CLOCK A.M.
OF WHICH INSTRUMENT
ATTEST [Signature]
Asst. Town Clerk



20d

APPROVAL AND ACCEPTANCE OF
DEVELOPMENT RIGHTS IN REAL PROPERTY

Now come Howard Dean, M.D., Governor, and Leon C. Graves, Commissioner, the undersigned, and hereby approve and accept the Grant of Development Rights, and Conservation Restrictions for 209.2 acres, more or less, of land owned by Armand and Linda Pion located in the Town of Troy, Vermont, by the Vermont Department of Agriculture, Food and Markets. The Grant is recorded in the Land Records of the Town of Troy.

This action is taken pursuant to the authority vested in the Governor and the Commissioner of Agriculture by Title 6, Chapter 1, Section 14 of the Vermont Statutes Annotated.

11/6/02
Date

STATE OF VERMONT
Howard Dean
Howard Dean, M.D.
Governor

November 1, 2002
Date

DEPARTMENT OF AGRICULTURE,
FOOD AND MARKETS

Leon C. Graves
Leon C. Graves
Commissioner

TROY, VT TOWN CLERK'S OFFICE 1/2
AT 8:00 O'CLOCK A. M.
RECEIVED THE FOREGOING INSTRUMENT
OF WHICH IS A TRUE COPY.
ATTEST *Jeanne K...*
Asst. Town Clerk

GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS, RIGHT OF FIRST REFUSAL and CONTINGENT RIGHT of the UNITED STATES of AMERICA

KNOW ALL PERSONS BY THESE PRESENTS that ARMAND R. PION and LINDA M. PION, of Troy, Orleans County, Vermont, on behalf of themselves and their heirs, executors, administrators, successors, and assigns hereinafter "Grantors", pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to their full satisfaction, 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, the VERMONT DEPARTMENT OF AGRICULTURE, FOOD AND MARKETS, an agency of the State of Vermont with its principal offices in Montpelier, Vermont, and the VERMONT HOUSING AND CONSERVATION BOARD, an independent board of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns hereinafter collectively "Grantees" as tenants in common, forever, the development rights, right of first refusal, a contingent right of the United States of America, and a perpetual conservation easement and restrictions (all as more particularly set forth below) in certain lands consisting of 208 acres, more or less, with the buildings and improvements situated thereon (hereinafter "Protected Property") located in the Town of Troy, Orleans County, State of Vermont, said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantors herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights hereby conveyed are rights and interests in real property pursuant to Title 10 V.S.A. Chapter 155, Section 6303. The conservation restrictions hereby conveyed to Grantees consist of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below, to the extent those acts relate to Grantors and not exclusively to Grantees. Grantors and Grantees acknowledge that the conservation restrictions constitute a servitude upon the land and run with the land.

I. Purposes of the Grant.

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

1. Consistent with the goals set forth in 10 V.S.A. §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.
2. As a secondary objective, to encourage sustainable management of soil resources, to conserve scenic and 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. The objective of encouraging sustainable management of soil resources will be further advanced by the Grantors' agreement to work cooperatively with the U.S. Department of Agriculture, Natural Resources Conservation Service ("NRCS") to limit soil erosion on highly erodible land in accordance with NRCS standards.

4. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

- (a) 10 acres of prime agricultural soils;
- (b) 128 acres of agricultural soils of statewide significance;
- (c) 48 acres of managed forest;
- (d) 5,600 feet of frontage on Loop and Boudreau Roads, public highways with scenic vistas; and
- (e) in the vicinity of eight (8) other properties previously protected by Grantees.

Grantors and Grantees 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 conservation restrictions, development rights, and right of first refusal, to prevent the use, fragmentation, or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of these agricultural, silvicultural, scenic, and natural values. Grantees accept such conservation restrictions, development rights and right of first refusal in order to conserve these values for present and future generations.

In conveying the development rights, conservation easement and restrictions described herein to the Grantees, it is the intent of Grantors and Grantees that the interests conveyed herein

may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990.

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. 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.
 2. Each time that the agricultural land on the Protected Property lies fallow (or more than two successive years (the "fallow land")), Grantors shall cooperate with Grantees, at Grantees' request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantors shall permit access to the fallow land by Grantees and Grantees' contractors to crop, mow, or brush-hog. No obligation is hereby imposed upon Grantors or Grantees 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 Grantees, except as otherwise specifically permitted under this Grant, and as set forth in Schedule B attached hereto and incorporated herein. Grantees may grant permission for any rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions, if they determine, in their 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. Grantors, 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 home occupation or profession approved pursuant to Section III below, or an accessory use approved pursuant to Section III below. Grantees, with the permission of Grantors, may erect and maintain signs designating the Protected Property as land under the protection of Grantees.
 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 Grantees in their sole discretion. The storage and spreading of compost, manure, lime, or other fertilizer for agricultural practices and purposes, the storage of feed, and the temporary storage of trash in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.
 6. There shall be no disturbance of the surface, including but not limited to filling, excavation, 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. (a) The Grantors shall work cooperatively with NRCS to develop and implement a conservation plan that converts Highly Erodible Land to a less intensive use. Highly Erodible Land (HEL) means land that has an erodibility index of 8 or more, as defined in 7 CFR 12.2 (January 1, 2001).
- (b) The standards for the HEL conservation plan are as follows:
- i. HEL fields will be treated to tolerable soil loss levels to the extent possible but not to exceed 2 times the tolerable soil loss level (2T) based on the dominant highly erodible map unit in the HEL field; or
 - ii. For crop fields that will be converted from permanent hayland to cropland after the date of this Grant, a HEL determination will be made by NRCS and if the field is HEL then paragraph 7(b)(i) shall apply.
 - iii. For crop fields that will be converted from woodland after the date of this Grant, a HEL determination will be made by NRCS and if the field is HEL erosion will be controlled to tolerable soil loss levels (T) for the dominant highly erodible map unit in the field.
 - iv. The conservation plan will be based on the NRCS Field Office Technical Guide.
- By executing this Grant, Grantors acknowledge that these standards apply exclusively to the HEL conservation plan required by this Grant. If Grantors participate in other conservation programs, such programs may require Grantors to develop and implement different soil conservation practices for the Protected Property.
- (c) The HEL conservation plan must be fully implemented within three years of the date of this Grant.

(d) NRCS, its successors or assigns, upon reasonable notice to the Grantors, shall have the right to enter on the Protected Property to periodically monitor Grantors' compliance with the HEL conservation plan required by this Grant. In the event that NRCS becomes aware of an event or circumstance of non-compliance with the HEL conservation plan, NRCS shall give notice to Grantors of such non-compliance and demand corrective action by Grantors sufficient to abate such event or circumstance. If Grantors deny NRCS reasonable access to the Protected Property, such action shall be deemed an event or circumstance of non-compliance with the HEL conservation plan.

(e) In the event of noncompliance with the HEL conservation plan, NRCS shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the HEL conservation plan, NRCS will inform Grantee VHCB of the Grantors' noncompliance. In accordance with paragraph VI(2), Grantee VHCB shall take all reasonable steps (including efforts at securing voluntary compliance, and if necessary, appropriate legal action) to secure compliance with the HEL conservation plan following written notification from NRCS that (i) there is a substantial, ongoing event or circumstance of non-compliance with the HEL conservation plan, and (ii) NRCS has worked with the Grantors to correct such non-compliance.

(f) If the HEL standards are revised as a result of a statutory change in the Farmland Protection Program (16 U.S.C. 3830 note; Public Law 104-127) and the Secretary of the U.S. Department of Agriculture applies the revised HEL standards retroactively to all Farmland Protection Program participants, then the Grantors and NRCS shall work cooperatively to develop and implement a mutually acceptable HEL conservation plan that is reasonably practicable because:

- i. It is both technically and economically feasible;
- ii. It is based on local resource conditions and available conservation technology; and
- iii. It is cost effective when considering the short-term and long-term economic viability of the Protected Property as an operating farm.

8. The Protected Property shall not be subdivided or conveyed in separate parcels, nor shall ownership of the residences or other buildings on the Protected Property be separated from the ownership of the Protected Property without the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees' sole discretion except as otherwise specifically permitted in this Grant.

9. 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. Grantors and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantees, therefore, in their sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures together with the right to construct, maintain, and repair fences and access roads for these purposes, all in accordance with sound agricultural practices and sound husbandry principles; provided, however, that Grantors shall obtain Grantees' prior written approval to clearcut forest land to establish fields, orchards or pastures. Grantees' approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant.

2. The right to conduct maple sugaring operations, and the right to harvest timber and other wood products, together with the right to construct and maintain roads necessary for both such activities, in accordance with sound forestry practices and in accordance with a forest management plan for which Grantors have received the prior written approval of Grantees. Grantors may conduct maple sugaring operations, and may harvest firewood for heating residences and structures located on the Protected Property, both on existing woods roads only, without submission and approval of a plan. Grantees' 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 are consistent with the Purposes of this Grant.

3. 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 Grantees. Grantees' approval shall not be unreasonably withheld or conditioned; provided, however, that the structure or other improvement is located in a manner which is consistent with the Purposes of this Grant.

4. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantors do not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantors 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. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

5. 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. Snowmobiling may be permitted at the discretion of Grantors.

6. 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 Grantees. The Farmstead Complex is an area consisting of 9 acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein, and is depicted on a plan entitled "Vermont Land Trust - Pion Farm, Town of Troy, Orleans Co., VT" (hereinafter "Pion Farm Plan") held by Grantees. Grantors shall notify Grantees in writing prior to commencing construction on any new structure or improvement within the Farmstead Complex.

appurtenant non-residential structures and improvements, including drives and utilities, normally associated with a residence; provided, however, that the farm labor housing unit shall be (a) occupied by Grantors or at least one person who is a member of Grantors' family or who is employed on the farm, and (b) located in the area depicted as Farmstead Complex on the Pion Farm Plan, and described in Schedule C attached hereto and incorporated herein. In the event the farm labor housing unit is not required for housing a farm employee, Grantors, or a member of Grantors' family, Grantors 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 Grantees if such subdivision is required by state or local regulation. Grantees, in their 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 Grantees to have no greater negative impact on the conservation values underlying the Purposes of this Grant than the original FLH site.

8. The right to conduct any gainful home occupation or profession in the residences referred to in this Section III, above; provided, however, that any such activity is (a) confined within the residences, and (b) conducted primarily by persons who reside in the residences. Grantors shall not engage in any home occupation or profession in said residences without first securing the prior written permission of Grantees, which permission may be conditioned, withheld or revoked if Grantees determine, in their sole discretion, that the home occupation or profession would be or is inconsistent with the Purposes of this Grant.

9. The right to engage in accessory uses of the Protected Property; provided, however, that such accessory uses are (a) related to the principal agricultural, forestry, or open space uses of the Protected Property, and (b) in the aggregate subordinate and customarily incidental to those principal uses. Grantors shall not engage in any accessory use of the Protected Property without first securing the prior written permission of Grantees, which permission may be conditioned, withheld, or revoked if Grantees determine, in their sole discretion, that the accessory use would be or is inconsistent with the Purposes of this Grant.

10. The right to construct, maintain, repair, replace and use wastewater systems and potable water supplies (collectively "systems") on the Protected Property. The systems shall be only for the benefit of buildings or structures permitted under this Section III within the designated Farmstead Complex. Any such systems may be constructed, maintained, operated, repaired and replaced on the Protected Property only if there does not exist within the Farmstead Complex any suitable location for such systems, under the then applicable law or regulations, as determined by a licensed designer, as defined in the wastewater system and potable water supply rules, retained at Grantors' sole cost and expense. Grantors shall first obtain the written approval of Grantee for the location of such systems on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

- a) All reasonable attempts to locate the systems within the Farmstead Complex in a manner that complies with the then current state and local laws and regulations are exhausted; and
- b) Such systems are located in a manner consistent with the Purposes of the Grant and especially minimize the loss of agricultural soils; and
- c) Such systems are designed by a licensed designer, as defined in the wastewater system and potable water supply rules, retained at Grantors' sole cost and expense, certified by the licensed designer as complying with the wastewater system and potable water supply rules, installed in compliance with wastewater system and potable water supply rules, certified by an installer or a licensed designer as being installed in accordance with the certified design, and approved in accordance with all the then applicable State and local ordinances, statutes and regulations.

If Grantors are required by law to replace or improve such systems, then Grantors shall obtain the prior written approval of Grantee for the replacement or improvements required, which approval shall not be unreasonably withheld or conditioned; provided, however, that any such replacement or improvements are consistent with the Purposes of this Grant.

IV. Enforcement of the Restrictions.

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

Failure by Grantors to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If the court determines that Grantors have failed to comply with this Grant, Grantors shall reimburse Grantees for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that a Grantee initiates litigation and the court determines that Grantors have not failed to comply with this Grant and that one or more of Grantees have initiated litigation without reasonable cause or in bad faith, then the Grantee(s) who commenced the court proceedings shall reimburse Grantors 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 Grantees 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 Grantees at law, in equity, or through administrative proceedings.

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

V. Right of First Refusal.

Grantors hereby give to Grantees, jointly and severally, a Right of First Refusal to purchase the Protected Property, which Right shall be of perpetual duration. The conditions of this Right of First Refusal shall be such that whenever Grantors receive a written offer from a person or persons to purchase all or any part of the Protected Property, and Grantors accept said offer subject to this Right of First Refusal, Grantors shall deliver to Grantees by certified mail, return receipt requested, a duplicate original of the written offer, together with such other instruments as may be required to show the bona fides of the offer. Any Grantee may elect to purchase the Protected Property at the offered price and upon such other terms and conditions not less favorable to Grantors than those contained in the conditionally accepted offer by giving to Grantors by certified mail, return receipt requested, written notice of such election within ninety (90) days after delivery of the offer to Grantees. In the event that more than one Grantee exercises the Right of First Refusal, the Vermont Housing and Conservation Board shall have first priority, the Department of Agriculture, Food and Markets second priority, and the Vermont Land Trust, Inc., third priority. If none of Grantees elect to meet such conditionally accepted offer within the ninety (90) day period, Grantors may unconditionally accept the offer as written.

This Right of First Refusal shall not apply to (a) any gift, inheritance, or other transfer of the Protected Property, without consideration, or (b) any sale or other conveyance of the Protected Property to any of Grantors' family (as hereinafter defined). The Right of First Refusal shall apply to all other sales and conveyances of the Protected Property, including any sale or conveyance for consideration of any interest in the Protected Property including any conveyance by, or conveyance of any interest in a family corporation, partnership or other holding entity.

VI. Contingent Right of United States of America.

By acceptance of this Grant, Vermont Housing and Conservation Board ("VHCB") covenants and agrees that:

- 1) VHCB shall not voluntarily terminate, transfer or otherwise divest itself of all right, title or interest in this Grant without the prior, written consent of the Secretary of the United States Department of Agriculture ("the Secretary"). In the event that VHCB attempts to terminate, transfer or otherwise divest itself of all right, title or interests in this Grant without the prior written consent of the Secretary and payment of consideration to the United States, then at the option of the United States, all of VHCB's right, title and interest in this Grant shall become vested in the United States; and
- 2) VHCB shall periodically monitor the Protected Property to assure compliance with the terms and conditions of this Grant and, if an event of non-compliance or violation is discovered, VHCB shall take all reasonable steps to secure compliance with this Grant, including efforts at securing voluntary compliance and, if necessary, appropriate legal action.
- 3) VHCB shall provide written notice to NRCS of all minor amendments to the terms and conditions of this Grant. Any such amendment shall be consistent with the purposes of this Grant.

In the event that VHCB fails to enforce this Grant, the United States has a right to enforce this Grant, which right, if exercised by the United States upon such non-compliance with sections VI(1) or VI(2) of this Grant, shall be exercised by mailing a written notice (the "Notice") by certified mail to Grantees or the last known address of any successors or assigns. Said Notice shall declare that the right of enforcement is being exercised and shall state the specific event of non-compliance which caused the action. Grantees shall have a period of sixty (60) days from the date of their receipt of said Notice to correct the non-compliance. If, in the reasonable opinion of the United States, the non-compliance is not cured within said sixty (60) day period, the United States' right of enforcement shall become final.

The rights of the United States contained in this Section shall not terminate or otherwise alter VHCB's independent interest as a Grantee hereunder [except as provided in paragraph VI(1)] and the rights of the United States contained in this Section shall not terminate or otherwise alter the independent interests or rights of enforcement of other Grantees.

VII. Miscellaneous Provisions.

1. Where Grantors are required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantors shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. Upon the request of Grantors, Grantees shall deliver to Grantors, in written recordable form, any approval, disapproval, election, or waiver given by Grantees 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, shall be in accordance with all applicable ordinances, statutes, and regulations of the Town of Troy and the State of Vermont.
3. Grantees shall transfer the development rights, right of first refusal, and conservation easement and restrictions conveyed by Grantors herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.
4. In the event the development rights or conservation restrictions conveyed to Grantees herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantors and Grantees in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantees at the time of extinguishment; provided, however, that the allocation of proceeds to Grantees shall be no less than 34.9% of the full fair market value of the Protected Property exclusive of the value of improvements. Grantees shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational,

scientific, forestry 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, Grantors 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. Grantors shall also notify Grantees of the name(s) and address(es) of Grantors' successor(s) in interest.

6. Grantees shall be entitled to re-establish this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Troy 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. While title is herein conveyed to Grantees as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by Grantees collectively, or by any single Grantee individually; provided, however, that court enforcement action by a single Grantee shall foreclose action on the same issue(s) by the other Grantees who shall be bound by the final determination.

8. The term "Grantors" includes the heirs, executors, administrators, successors, and assigns of the original Grantors, Armand R. Pion and Linda M. Pion. The term "Grantees" includes the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc., Vermont Department of Agriculture, Food and Markets, and Vermont Housing and Conservation Board. The term "family" includes: (a) any spouse of Grantors and any persons related to Grantors by blood to the 4th degree of kinship or by adoption, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly owned and controlled by Grantors or Grantors' family (as defined herein), (c) any estate of Grantors or Grantors' family, and (d) all owners of a Grantor corporation, partnership, trust or other entity who are related to each other by blood to the 4th degree of kinship or by adoption, together with spouses of family members.

9. Grantors 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.

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

TO HAVE AND TO HOLD said granted development rights, right of first refusal and a perpetual conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT LAND TRUST, INC., VERMONT DEPARTMENT OF AGRICULTURE, FOOD AND MARKETS, and VERMONT HOUSING AND CONSERVATION BOARD, their respective successors and assigns, to their own use and behoof forever, and the said Grantors, ARMAND R. PION and LINDA M. PION, for themselves and their heirs, executors, administrators, successors, and assigns, do covenant with the said Grantees, their successors and assigns, that until the sealing 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 easements and use restrictions of record as set forth in Schedule B attached hereto and incorporated herein, 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 31st day of December, 2002.

Signed, sealed, and delivered
in the Presence Of:

Witness to ARP

Witness to LMP

STATE OF VERMONT
ORLEANS COUNTY, ss.

GRANTORS

Armand R. Pion

Linda M. Pion

At Darby, this 31st day of December, 2002, Armand R. Pion and Linda M. Pion personally appeared and they acknowledged this instrument, by them sealed and subscribed,

subscribed, to be their free act and deed, before me.

Notary Public John P. Montell
My commission expires: 02/10/03.

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date

By [Signature]
Its Duly Authorized Agent

Approved by the NATURAL RESOURCES CONSERVATION SERVICE:

Date

By [Signature]
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Colebrook, this 26th day of November, 2002, Jill M. Sander duly authorized agent of the Natural Resources Conservation Service, personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Natural Resources Conservation Service, before me.

Notary Public
My commission expires: 02/10/03.

SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises, including farm buildings, conveyed to Grantors by warranty deed of Roland Mayhew and Rosemary Mayhew, dated November 10, 2000, and recorded in Book 59, Page 40 of the Troy Land Records.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon commonly known as the Pion Farm Plan and generally described as containing 208 acres, more or less, lying on both sides of Town Highway #28 (also known as Loop Road) and the northerly side of Town Highway #30 (also known as Bourdeau Road), in the Town of Troy, Vermont. Grantors and Grantees have used their best efforts to depict said farm based, without the benefit of a survey, on the Pion Farm Plan, which plan is held by the Vermont Land Trust in its Stewardship Office. Grantors and Grantees do not intend to imply any limitations on the area of land included in this description should a survey determine that additional land is also encumbered by the above description.

SCHEDULE B
EASEMENTS AND USE RESTRICTIONS

The Protected Property may be subject to the following easements and use restrictions of record:

1. Rights of the public and others entitled thereto to use that portion of the Protected Property lying within the boundaries of roads maintained by one or more of the town, state or federal jurisdictions for all purposes commonly used for roads in the State of Vermont.
2. Rights of the public to use waterways and bodies of water as implied by the Public Trust Doctrine.
3. Right of way conveyed to D&D Logging, dated June 1, 1999 and recorded in Book 57, Page 419. (20' wide)
4. Easement for pole line rights and spring rights referenced and recorded in Warranty Deed of Robert and Mary Judd, Sr. to Peter and Kim Richardson, dated August 15, 1985 and recorded in Book 43, Page 121.
5. Right of way conveyed to Robert and Grace Millard dated April 21, 1995 and recorded in Book 54, Page 350. (30' wide)
6. Agricultural Land, Forest Land and Farm Buildings Use Value Appraisal Application dated, April 15, 1998 and recorded in Book 56, Page 451.

SCHEDULE C
FARMSTEAD COMPLEX

The "Farmstead Complex" referred to in Section III(6) of this Grant is located on both sides of Loop Road and contains 9 acres, more or less, (not including the area in the road right of way which is assumed to be 3 rods wide), and the perimeter of which is more particularly described as follows:

Beginning at a point on the southerly sideline of the Loop Road right of way, said point being North 60° 47' West 461 feet, more or less, along the southerly sideline of the Loop Road right of way from a northwesterly corner of lands now or formerly of Peter and Kim Richardson; thence proceeding
South 32° 26' West 385 feet, more or less across the Protected Property to a northerly boundary of lands now or formerly of Robert and Grace Millard; thence turning right and proceeding
North 46° 21' West 625 feet, more or less, along the northerly boundary of lands now or formerly of Millard; thence turning right and proceeding
North 27° 26' East 275 feet, more or less, across the Protected Property to a point on the southerly sideline of the Loop Road right of way; thence proceeding
North 27° 26' East 53 feet, more or less, across Loop Road to a point on the northerly sideline of the Loop Road right of way; thence proceeding
North 27° 26' East 115 feet, more or less, across the Protected Property; thence turning right and proceeding
South 85° 37' East 209 feet, more or less, across the Protected Property; thence turning left and proceeding
North 47° 51' East 191 feet, more or less, across the Protected Property; thence turning right and proceeding
South 57° 09' East 250 feet, more or less, across the Protected Property; thence turning right and proceeding
South 17° 51' West 191 feet, more or less, across the Protected Property; thence turning left and proceeding
South 57° 09' East 118 feet, more or less, across the Protected Property; thence turning right and proceeding
South 32° 26' West 223 feet, more or less, across the Protected Property to a point on the northerly sideline of the Loop Road right of way; thence proceeding
South 32° 26' West 50 feet, more or less, across Loop Road to the point of beginning.

All bearings given are to "Grid North." All metes, bounds, and bearings are approximate. The Pion Farm Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Farmstead Complex.

TROY, VT TOWN CLERK'S OFFICE 1/2 2003
AT 8:00 O'CLOCK A. M.
RECEIVED THE FOREGOING INSTRUMENT
OF WHICH IS A TRUE COPY.
ATTEST Jeanine Penner
Town Clerk

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
--ACKNOWLEDGMENT--
TOWN REC'D - Tax Paid - Board of Health Cert. Rec'd -
T. Land Use & Development Plans Act Cert. Rec'd.
Return No. 03-1
Signed J.P. Penner Clerk
Date 1-2-03