

GRANT OF HISTORIC PRESERVATION EASEMENT

THIS GRANT of Historic Preservation Easement (the "Grant") is given on this 1st day of December, 2004, by **Richmond Land Trust, Inc.**, a Vermont nonprofit corporation with an address of P.O. Box 605, Richmond, Vermont 05477, on behalf of itself and its successors and assigns ("Grantor") to the **Vermont Housing and Conservation Board**, a public instrumentality of the State of Vermont with offices located at 149 State Street, Montpelier, Vermont 05602 ("VHCB"), and the **Preservation Trust of Vermont, Inc.**, a Vermont nonprofit corporation with an address of 104 Church Street, Burlington, Vermont 05401 ("PTV"), and their successors and assigns (collectively known as the "Grantees").

WHEREAS, PTV is a Vermont nonprofit corporation which has been determined by the Internal Revenue Service to be an exempt organization under 26 U.S.C. §501(c)(3) and is a qualified holder of preservation rights and interests pursuant to 10 V.S.A. Chapter 34;

WHEREAS, VHCB is a public instrumentality of the State of Vermont existing by virtue of the Vermont Housing and Conservation Trust Fund Act, 10 V.S.A. Chapter 15 (the "Act") which provides grants and loans to eligible entities for projects which fulfill the goals of creating affordable housing for Vermonters and/or conserving and protecting Vermont's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Act provides that in the best interests of all of its citizens and in order to improve the quality of life for all Vermonters and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside, Vermont should assist in creating affordable housing and in preserving the state's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Richmond Land Trust, Inc. has entered into VHCB Grant Agreement #2000-003 which provides, in part, that: (i) VHCB made a grant award in the amount of up to \$65,000 to Grantor ("VHCB Award") for use by Grantor for historic preservation purposes and reconstruction of the West Monitor Barn ("Building") located in the Town of Richmond, County of Chittenden, and State of Vermont; (ii) Grantor has acquired and will reconstruct the West Monitor Barn building to preserve the historic features of the building in accordance with the Secretary of Interior's Standards for Rehabilitation; (iii) Grantor has agreed to execute a Grant of Historic Preservation Easement (the "Grant") of perpetual duration on the West Monitor Barn; and, (iv) VHCB will provide funds to PTV to monitor the West Monitor Barn on an annual basis;

WHEREAS, in accordance with applicable agreements with public agencies, including the U.S. National Park Service Save America's Treasures Program, Vermont Agency of Transportation and Vermont Division for Historic Preservation ("SHPO"), the Richmond Land Trust, Inc has obtained all necessary approvals for the relocation and reconstruction of the Building under the National Historic Preservation Act, 16 U.S.C. 470. These public agencies are not parties to this Grant, but Grantees agree to provide the SHPO with copies of all annual monitoring and easement violation reports regarding Grantor's use of the Building, to consult with the SHPO prior to approving any proposed change or alteration to the Building which requires the prior written approval of Grantees under this Grant and to consult with the SHPO on substantial violations of this Grant.

RICHMOND, VT TOWN CLERK'S OFFICE
Received for record
December 1 A.D. 2004
At 8 o'clock 50 minutes A.M.
and recorded in Book 100 Page 314 - 326
of Land Records.

Attest:

Town Clerk

[Signature]

81518

WHEREAS, the Vermont Youth Conservation Corps, Inc., intends to make physical alterations to the basement and first floors of the Building to serve as its statewide headquarters and training center while protecting the significant interior features listed in Section I (A) (5) of this Grant and, in the future, construct a major addition to the Building. Prior to giving their prior written approval for such alterations, Grantees shall consult with the SHPO and, when appropriate, include the SHPO as a member of any Stewardship Review Committee convened by Grantee PTV.

KNOW ALL PERSONS BY THESE PRESENTS that the Grantor, pursuant to the authority granted in Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of One Dollar and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the Grantees a perpetual historic preservation easement (as more particularly set forth below), on a building known as the **West Monitor Barn** (the "Building") located on a lot or parcel of land at 1949 East Main Street in the Town of Richmond, County of Chittenden and State of Vermont, as more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter the "Protected Property").

The Grant hereby conveyed to Grantees consists of covenants on the part of Grantor to do and refrain from doing, severally and collectively, the various acts set forth below. Grantees accept such covenants in order to further the public purpose of preserving the Building and to help maintain and assure the historic integrity of the Building.

I. Purposes of the Grant.

A. Statement of Purposes.

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

1. To assure that the Building is reconstructed in a manner consistent with its original configuration, approved plans and specifications and the Standards for Treatment of Historic Properties issued by the Secretary of the U.S. Department of the Interior ("Secretary").

2. To assure that, at the completion of reconstruction of the Building, the significant interior and exterior features, finishes and structural soundness of the Building will be retained and maintained substantially in their then current condition so that their historic and architectural integrity is not lost and to prevent any use or change of the Building that will significantly compromise such integrity.

3. To complement the agricultural, forestry, historic preservation, recreation, public education, training, demonstration, cultural and outdoor enjoyment uses of the Protected Property for present and future generations permitted by the Grant of Development Rights, Conservation Restrictions and Public Access Easement conveyed by Grantor, Richmond Land Trust, Inc., to the Vermont Housing and Conservation Board and Richmond Land Trust, Inc., on even date herewith and to be recorded in the Town of Richmond Land Records (the "Conservation Restrictions");

4. To support the use of the Building as the statewide headquarters and training center of the Vermont Youth Conservation Corps, Inc., a Vermont non-profit corporation whose mission is to teach individuals to take personal responsibility for all of their actions.

5. These purposes will be advanced by conserving the Protected Property which possesses the attributes listed in Section I of the Conservation Restrictions, and by protecting the Building which has outstanding historic significance (as further described and depicted in detail in the Baseline Documentation Report) and the following attributes:

- (a) Given its size, scale, setting and general configuration, the Building is one of the best remaining examples of a large, turn of the century bank barn with a full-length monitor for light and ventilation. The Building was built in 1903 and has been determined to be eligible for the National Register of Historic Places.
- (b) Significant features of the exterior façade of the Building including:
 - Field stone foundation veneer
 - Quarter sawn spruce clapboards
 - Eastern White Pine corner, frieze, and roof edge trim
 - Size, style, material and location of all exterior windows and doors
 - Slate roofing system and associated lead-coated copper flashing
 - Cupola
- (c) Significant interior framing members of the Building including:
 - Heavy timber posts, beams, plates, purlins, knee braces
 - Exterior wall studs
 - Floor joists
 - Wall and floor sheathing.
- (d) The open, unpartitioned volume of the 2nd floor (haymow) and 3rd floor (high drive) and the exposed nature of all framing, studding, rafters, and sheathing on these two floors.
- (e) The steeply pitched stairway from the 2nd floor (haymow) and 3rd floor (high drive) at the south end of the Building.
- (f) The two ventilation shafts extending from the 2nd floor (haymow) to the outlet at the monitor windows.
- (g) The grain bin located on the 2nd floor (haymow), 2nd bay from the south wall.
- (h) The ramp to the 3rd floor (high drive) and associated field stone abutments and retaining walls.

B. Documentation Report.

In order to make more certain the full extent of Grantor's obligations and the restrictions on the Building and in order to document the external nature and the significant internal features of the Building as of the date of substantial reconstruction, the appearance and character of the Building will be documented in a set of photographs depicting the significant interior features and exterior surfaces of the Building and further described in a memorandum specifying certain technical and locational information relative to said photographs (the "Documentation Report"). The Documentation Report will be entitled "West Monitor Barn, Richmond, Vermont Historic Preservation Façade Easement Baseline Documentation", and will be completed by PTV (or any historic preservation expert identified by Grantees) after Grantor completes the planned reconstruction of the Building in accordance with historically accurate drawings and plans and specifications which have been approved by Grantees. The Documentation Report will be signed by Grantor and Grantees and held by Grantor and Grantees. It is stipulated by and between Grantor and Grantees that the external nature ("Façades") and the significant interior features of the Building listed in Section I (5), as shown and described in the Documentation Report, are deemed to be the external and internal nature of the Building as of the date thereof and as of the date this instrument is first recorded in the Town of Richmond Land Records.

II. Reconstruction of the Historic Building; Interior Renovations; Addition.

1. Grantor has reconstructed Building in accordance with its original configuration, plans and specifications approved by the Richmond Land Trust, Inc. and Grantees and the Secretary's Standards for Treatment of Historic Properties. For any future reconstruction of the Building, Grantees' approval of plans and specifications shall not be unreasonably withheld provided that they comply with the Secretary's Standards for Treatment of Historic Properties and are consistent with the Purposes of this Grant and the Conservation Restrictions.

2. Prior to commencing construction on interior renovations to the basement and 1st floor (stock floor) of the Building, including all related utilities, or construction of any addition to the Building, Grantor shall consult the "Guidelines for Rehabilitating Historic Structures" published by the Secretary, shall meet with Richmond Land Trust, Inc. and shall obtain the prior written approval of the Preservation Trust of Vermont, Inc. and Vermont Housing and Conservation Board for the plans and specifications, which approval shall not be unreasonably withheld or conditioned if the plans and specifications are consistent with this Grant and the Conservation Restrictions. Prior to issuing such approvals, Grantees shall consult with the Vermont State Historic Preservation Office. Grantor shall complete all construction in accordance with the approved plans and specifications and this Grant and Grantees and their authorized agents shall have the right to make periodic inspections during construction.

III. Restricted Uses of Protected Property.

The Grant consists of preservation restrictions and affirmative obligations to maintain the historic character of the Building as follows:

1. Grantor covenants and agrees at all times to maintain the Façades and the significant internal features in a reasonably good and sound state of repair and to maintain the structural soundness and safety of the Building. This obligation to maintain shall require reasonable levels of replacement, rebuilding, repair and reconstruction whenever necessary to have the external nature of the Building at all times appear to be and actually be the same as the Façades and to prevent deterioration of the Façades and the significant internal features of the Building.

2. Grantor shall follow the Secretary of Interior's Standards for Rehabilitation, a copy of which is attached hereto as Schedule C and incorporated herein by reference (the "Standards"), in conducting repairs and maintenance to the significant internal features and the Façades, in planning additions to the Building and in planning physical or structural alterations to the interior and exterior of the Building. Prior to commencing construction on any additions or physical or structural alterations to the exterior of the Building, Grantor shall meet with Richmond Land Trust, Inc. and Grantees (or a historic preservation professional acceptable to Grantees) and consult the "Guidelines for Rehabilitating Historic Structures" published by the Secretary.

3. Unless otherwise agreed pursuant to this paragraph, the standard for review shall be as set forth in section III (2) of this Grant. If Grantor and Grantees mutually agree to do so in writing, Grantor and Grantees may use the Standards as they may be amended from time to time by the Secretary.

4. In furtherance of the covenants contained herein, and without limiting the requirements of paragraph 2 above, Grantor shall not undertake any of the following actions without the prior written consent of Grantees:

- (a) increase the height of the Building;
- (b) adversely affect the structural soundness of the Façades or make changes to the structural elements of the Building or the significant internal features of the Building;
- (c) make any changes to the significant internal features and the Façades, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including, but not limited to, any change in color or surfacing or placement of awnings or signs or satellite receiving dishes or telecommunication facilities thereon, with the exception of ordinary maintenance allowed by paragraph 5;
- (d) except as permitted by the Conservation Restrictions, erect, construct or move anything that would permanently encroach on the open land area near the Building, significantly interfere with the view of the Façades or be incompatible with the historic or architectural character of the Building or the Façades;

- (e) erect anything on the Façades which would obstruct the substantial and regular opportunity of the public to view the exterior features of the Building from adjacent publicly accessible areas such as public roads, except for a temporary structure during any period of alteration, restoration, routine maintenance, or special events;
- (f) permit any significant reconstruction, repair, repainting, or refinishing of the Façades that materially alters their state;
- (g) permit any significant reconstruction, repair, repainting, or refinishing of the significant interior features that materially alters their state; and
- (h) dump ashes, trash, rubbish or any other unsightly or offensive material near the Building.

5. Notwithstanding the provisions of paragraph 4, no approval shall be required for routine maintenance and repair of the Building or for alterations of the non-significant interior features of the Building. Ordinary and necessary repairs and maintenance not materially affecting the architectural integrity of the Façades shall not be considered as alterations and nothing in this Grant shall be construed to prevent the ordinary maintenance and repair of the Building or the Protected Property.

6. Grantor covenants and agrees to assume the total cost of the continued maintenance, repair, safety and administration of the Protected Property so as to preserve the architectural and historic integrity of the Building's features, materials, workmanship, and environment in perpetuity. Grantor and Grantees agree that Grantees in no way assume any obligation for maintaining, repairing, reconstructing or administering the Protected Property or for paying any claims, liabilities, expenses, costs, damages, losses or expenditures related to the maintenance, repair, safety and administration of the Protected Property.

7. Grantor shall keep the Protected Property insured by a commercial insurance company qualified to do business in the State of Vermont for the full replacement value of the Building [meaning reconstruction in accordance with plans and specifications approved by Grantees under Section II (1) of this Grant] against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage of a type and in such amounts as would, in the reasonable opinion of Grantees, normally be carried on a property such as the Protected Property. If Grantee VHCB secures the VHCB Award by a Mortgage Deed on the Protected Property, VHCB shall be listed as a loss payee on Grantor's insurance policies.

8. Notwithstanding paragraphs III (1) and III (6) of this Grant, in case of fire or other casualty so serious as to cause repair or reconstruction of the Building to be reasonably adjudged by Grantor to be impractical, Grantor may request the prior written consent of Grantees to demolish, remove or raze the Building and/or construct new improvements on the Protected Property, which consent shall not be unreasonably withheld, conditioned or delayed by Grantees.

In case of fire or other casualty serious enough to necessitate substantial repair or reconstruction of the Building and such repair is reasonably adjudged by Grantor to be practical, Grantor may request the prior written consent of Grantees to demolish, remove or raze the damaged portion of the Building and/or construct new improvements on the Protected Property, which consent shall not be unreasonably withheld, conditioned or delayed by Grantees, provided that the proposed action is consistent with the Purposes of this Grant.

In the event of damage resulting from casualty which is of such magnitude and extent as to render repairs or reconstruction of the Façades or the significant internal features impractical, Grantees, after consultation with Grantor, may take possession of any salvageable portion of the Façades and the significant internal features, and remove them from the Protected Property.

9. Except for a conveyance of the Protected Property to Vermont Youth Conservation Corps. Inc., a Vermont non-profit corporation with federal tax exempt status, Grantor shall not give, grant, sell, convey, subdivide, transfer, mortgage or pledge the Protected Property without the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned if the conveyance is consistent with the Purposes of this Grant and the Conservation Restrictions.

10. Grantor covenants and agrees to provide the general public with regular access to the community space on the 2nd floor of the Building (haymow level), meaning a minimum of twelve (12) days per year, for charitable, cultural, educational and social purposes consistent with the Purposes of this Grant, the Conservation Restrictions and as provided in the Management Plan required by the Conservation Restrictions. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Building to assure compliance with the requirements of this Grant and the Conservation Restrictions, to protect the public health or safety, or for programmatic purposes consistent with the Conservation Restrictions.

11. Grantor and Grantees hereby acknowledge that these covenants shall constitute a servitude upon the land and run with the Protected Property.

12. No use shall be made of the Building, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant.

IV. Enforcement of the Restrictions.

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

2. Failure by Grantor 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 Building, if necessary. If such Court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including Grantees' staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantees initiate litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then Grantees shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Building and accordingly entitle Grantees to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just.

3. 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 Grantor shall impair Grantees' rights or remedies or be construed as a waiver.

V. Miscellaneous Provisions.

1. The construction of any building, structures or improvements, or any use of the Building otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations.

2. In the event that Grantees deem it necessary or appropriate to procure the services of an architect or a historic preservation professional in connection with any proposed activity or act requiring Grantees' approval under this Grant, Grantor shall reimburse Grantees for the reasonable costs of said services, provided that such reimbursement shall not exceed the reasonable cost of five hours of such services per approval. Costs incurred by Grantees in excess of that amount shall be paid by Grantees.

3. Where Grantor is 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. Prior to the designation of an organization or entity other than Grantees, Richmond Land Trust, Inc. or Vermont Land Trust, Inc., Grantees shall give Grantor prior written notice of any such designation.

4. Grantees may transfer the historic preservation rights and restrictions conveyed by Grantor herein, but only to a qualified holder, as defined in 10 V.S.A. Chapter 34, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers. Grantees shall give Grantor prior written notice of any such transfer.

5. In any deed conveying an interest in the Protected Property, Grantor shall make reference to the historic preservation easement, restrictions and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6. Grantees shall be entitled to rerecord this Grant or to record a notice making reference to the existence of this Grant, in the Land Records of the Town of Richmond, as may be necessary to satisfy the requirements of the Marketable Record Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, Richmond Land Trust, Inc. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Housing and Conservation Board and the Preservation Trust of Vermont, Inc.

8. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof, which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted historic preservation easement and restrictions, with all the privileges and appurtenances thereof, to Grantees, their successors and assigns, to their own use and behoove forever, and Grantor, for itself and its successors and assigns, does covenant with Grantees, their successors and assigns, that until the ensealing of these presents, it is the sole owner of the Protected Property, and has good right and title to convey the same in the manner aforesaid, that the Protected Property is free from every encumbrance, except those encumbrances and use restrictions listed in **Schedule B** attached hereto and incorporated herein, and Grantor hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized agent.

IN THE PRESENCE OF

Cynthia M. Gagnon
Witness

Richmond Land Trust, Inc.

By: *Wright C. Preston*, *Chair*
Its Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.**

At Richmond, Vermont, on this 1st day of December, 2004, personally appeared *Wright C. Preston*, duly authorized agent of **Richmond Land Trust, Inc.**, 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 Richmond Land Trust, Inc.

Before me, *Cynthia M. Gagnon*
Notary Public

My Commission Expires: *2-10-2007*

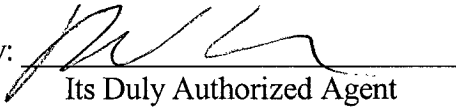
Approved by the **Vermont Housing and Conservation Board:**

01/24/04
Date

By: 
Its Duly Authorized Agent

Approved by the **Preservation Trust of Vermont, Inc.:**

12-1-2004
Date

By: 
Its Duly Authorized Agent

SCHEDULE A
PROTECTED PROPERTY

Being two (2) lots of land and all improvements thereon, all as more particularly described as follows:

Being all of the land premises conveyed to the Richmond Land Trust, Inc., by Warranty Deed of Vermont Farm Bureau Service Company, Inc., dated May 11, 2000 and recorded on May 12, 2000 in Volume 115, at Page 159 of the Town of Richmond Land Records. The parcel may be more particularly described as follows:

A parcel of land containing 3.6 acres, more or less, situate on the northerly side of U.S. Route 2, and being more particularly described as follows:

Commencing at an iron rod set in the northerly sideline of the U.S. Route 2 right of way, which rod marks the southwesterly corner of the Grantor's land; thence proceeding in and along the westerly boundary of the Grantor's land N29° 55'00"E 292.47 feet to an iron rod set in the ground; thence deflecting to the right and proceeding S55° 14'00"E 177.60 feet to an iron pipe set in the ground; thence deflecting to the left and proceeding in and along the westerly boundary of the Grantor's land N31° 41'50"E 383.05 feet to an iron rod set in the ground; thence deflecting to the right and proceeding S03° 58'40"W 464.64 feet to an iron rod set in the ground; thence deflecting to the right and proceeding S27° 47'20"W 274.28 feet to an iron rod set in the northerly sideline of the U.S. Route 2 right of way; thence deflecting to the right and proceeding in and along the northerly sideline of U.S. Route 2 right of way N55° 41'40"W 402.56 feet to the point or place of beginning.

Said land and premises is depicted on a plan entitled: "Land to be Conveyed from Vermont Farm Bureau Service Company, Inc. to Richmond Land Trust, Inc., Route 2, Richmond, Vermont, December 1991" by T. Bass Land Surveys recorded in Map Hanger 8 at Page 58 of the Town of Richmond Land Records.

Also being all of the land premises conveyed to the Richmond Land Trust, Inc., by Warranty Deed of the Xenophon C. Wheeler Trust, July 26, 2002 and recorded on July 29, 2002 in Volume 131, at Page 589 of the Town of Richmond Land Records. The parcel may be more particularly described as follows:

Being a parcel of land containing 229.5 acres more or less, situated on the northerly side of U.S. Route 2 in the Town of Richmond, Vermont, said parcel depicted as Lot 3 on a Plan entitled "Plat of Survey for Xenophon C. Wheeler in the Town of Richmond, Vermont," drawn by John A. Marsh, dated July 31, 1987, as revised March 25, 1988, and recorded in Map 5, Page 50 of the Richmond Land Records. EXCEPT for a parcel of land, together with improvements thereon, containing 4.45 acres, as said parcel is depicted as Parcel One on a plat entitled "Plat Showing Survey of a Portion of David M. Sunshine and Diana Erickson, Richmond, Vermont" prepared by Button Associates, dated April 1, 1991 and recorded in Map Volume 6, Page 50 of the Town of Richmond Land Records.

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

SCHEDULE B
PERMITTED ENCUMBRANCES

1. Title and rights of the public and others entitled thereto in and to those portions of the conveyed property lying within the bounds of the adjacent streets and ways.
2. Utility easement granted to Green Mountain Power by instrument dated November 1, 2000 and recorded in Book 117 at Page 482 in the Town of Richmond Land Records.
3. Subject to an easement 60-feet in width along its easterly-most boundary to provide access for all purposes to adjoining lands.
4. Utility easement granted to Green Mountain Power by instrument dated September 31, 1994 and recorded in Book 92 at Page 215 in the Town of Richmond Land Records.
5. Utility easement granted to Green Mountain Power by instrument dated March 22, 1996 and recorded in Book 97 at Page 333 in the Town of Richmond Land Records.
6. Utility easement granted to Vermont Telephone by instrument dated October 4, 1971 and recorded in Book 29 at Page 117 in the Town of Richmond Land Records.
7. Utility easement granted to Green Mountain Power by instrument dated April 28, 1976 and recorded in Book 32 at Page 23 in the Town of Richmond Land Records.
8. Utility easement granted to Vermont Electric Power Company by instrument dated August 20, 1957 and recorded in Book 24 at Page 219 in the Town of Richmond Land Records.
9. Utility Easement granted to Green Mountain Power by instrument dated November 12, 1998 and recorded in Book 103 at Page 373 in the Town of Richmond Land Records.
10. Terms and conditions of Deferral of Permit DE-4-2478 dated February 23, 2000 and recorded in Book 114 at Page 340 in the Town of Richmond Land Records.
11. Terms and conditions of exemption granted by the Town of Richmond by instrument dated March 8, 2000 and recorded in Book 114 at Page 332 in the Town of Richmond Land Records.
12. Terms and conditions of the Town of Richmond's approval, dated February 23, 2000, for an application for an administratively created lot.

SCHEDULE C
SECRETARY OF INTERIOR STANDARDS FOR REHABILITATION

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards (36 CFR Part 67) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment, as well as, attached, adjacent, or related new construction. The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.