

VERMONT STATUTORY SHORT FORM POWER OF ATTORNEY FOR
REAL ESTATE TRANSACTIONS PURSUANT TO 14 V.S.A. §4052

This power of attorney authorizes another person (your agent) to take actions for you (the principal) in connection with a real estate transaction (sale, purchase, mortgage, gift, or other conveyance). Your agent will be able to make decisions and act with respect to a specific parcel of land whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Vermont Uniform Power of Attorney Act, 14 V.S.A. chapter 127.

DESIGNATION OF AGENT

We, **WILLIAM J. GREGOREK and LOUISE A. GREGOREK** (Names of Principal) appoint the following person as our agent:

Name of Agent: **JOSEPH M. FINNIGAN, ESQ.**

Address/Location of Property that is the subject of this power of attorney: **351 SWAMP STREET, CHARLOTTE, VERMONT.**

Transaction for which the power of attorney is given:

- Sale
- Purchase or Acquisition
- Finance and/or Mortgage
- Gift
- Other _____

GRANT OF AUTHORITY

We grant our agent and any alternate agent authority named in this power of attorney to act for us with respect to a real estate transaction involving the property with the address/location stated above, including, but not limited to, the powers described in 14 V.S.A. § 4034(2), (3), and (4) as provided in the Vermont Uniform Power of Attorney Act, 14 V.S.A. chapter 127.

POWER TO DELEGATE

If this box is checked, each agent appointed in this power of attorney may delegate the authority to act to another person. Any delegation shall be in writing and executed in the same manner as this power of attorney.

TERM

This power of attorney commences when fully executed and continues until the real estate transaction for which it was given is complete.

SELF DEALING

If this box is checked, the agent named in this power of attorney may convey the subject real estate with or without consideration to the agent, individually, in trust, or to one or more persons with the agent.

CHOICE OF LAW

This power of attorney and the effect hereof shall be determined by the application of Vermont law and the Vermont Uniform Power of Attorney Act.

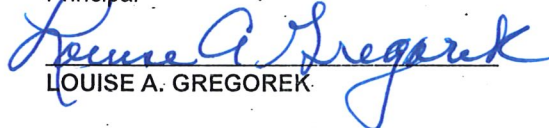
SIGNATURE AND ACKNOWLEDGMENT

The Principals execute this instrument this 31st day of January, 2025.

Principal


WILLIAM J. GREGOREK

Principal



LOUISE A. GREGOREK

State of VERMONT
County of CHITTENDEN

This document was acknowledged before me on this 31st day of January, 2025 by **WILLIAM J. GREGOREK and LOUISE A. GREGOREK.**

{STAMP}

Sharon Sanborn Patno
Notary Public State of Vermont
Commission Expires: 1/31/2025
Commission #: 0004199


Signature of Notary

OPEN SPACE AGREEMENT

GRANT OF CONSERVATION RESTRICTIONS AND COVENANTS

THIS AGREEMENT AND GRANT is made this 5 day of February, 2025, between **WILLIAM J. GREGOREK and LOUISE A. GREGOREK** (hereinafter referred to as "Grantor") and the **TOWN OF CHARLOTTE**, a municipal corporation situated in Chittenden County, Vermont (hereinafter referred to as "Municipality" or "Charlotte" or "Grantee"), acting by and through its Selectboard.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands in the Municipality which Grantor acquired by Warranty Deed of David Nichols, Richard C. Blum and Paul D. Jarvis, dated November 25, 1980, and recorded in Volume 38 at Page 65, of the Municipality's Land Records (the "Property"); and

WHEREAS, the Grantor is developing said lands as a minor residential subdivision and planned residential development ("PRD"), incorporating well-planned residential, scenic, wildlife habitat, agricultural, recreational, and open space uses; and,

WHEREAS, it is the intent of the Grantor that said subdivision consists of a 2-Lot subdivision which is shown and depicted on a plat entitled "William J. & Louise A. Gregorek, 351 Swamp Road, Charlotte, Chittenden County, Vermont," dated September 19, 2024, prepared by LaRose Surveys, PC, and recorded at Map Slide ____ of the Municipality's Land Records; and,

WHEREAS, the Grantor has received final plan approval from the Municipality's Development Review Board for the minor subdivision and planned residential development by Findings of Fact and Decision In Re Application of William and Louise Gregorek, Application #DRB 24-160-PRD, dated December 18, 2024, and recorded in Volume 266 at Page 602 of the Municipality's Land Records (the "PRD Approval"), and

WHEREAS, the Grantor, in presenting its proposal to the Development Review Board, agreed that certain lands would remain in their undeveloped and open state in consideration for the final subdivision and PRD approval; and

WHEREAS, a purpose of preserving certain lands in their open and undeveloped condition is to protect, preserve, and maintain the Areas of High Public Value as described in the PRD Approval, in accordance with Chapters 7 and 8 of the Charlotte Land Use Regulations (adopted 2023), the Charlotte Town Plan (adopted March 6, 2018, amended November 5, 2019), and 24 V.S.A. §4417(a)(5); and

WHEREAS, the Town views the forest and wildlife habitat located on the Property, in particular, as being important for protection; and

WHEREAS, the Grantor and the Municipality recognize the value of retaining the rural character of said lands and preserving them in their natural, scenic, open and undeveloped condition and in so doing, furthering their aesthetic and ecological value; and

WHEREAS, Title 10, Chapter 155, Vermont Statutes Annotated, permits Vermont municipalities to acquire interests in and in the nature of conservation and open space easements; and

WHEREAS, the Municipality desires to acquire a conservation and open space easement regarding certain lands of the Grantor in furtherance of the purposes enumerated in 10 V.S.A. 6301.

NOW, THEREFORE, the Grantor for and in consideration of the Development Review Board's approval of its subdivision and PRD, the facts above recited, and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and conditional transfer does hereby freely give, grant and convey unto Charlotte, its successors and assigns forever, the following conservation and open space restrictions and covenants over and upon the "Restricted Property" described below. The conservation and open space restrictions and covenants hereby conveyed to Charlotte consist of covenants on the part of the Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that said conservation and open space restrictions and covenants shall constitute servitudes upon the land and shall run with the land.

A. The Restricted Property

The "Restricted Property" consists of +/-7.37 acres as shown on the Plat as "Open Space Area, 7.37 acres+/-" on Lot 1 and Lot 2.

B. Restricted Uses of Restricted

Except as otherwise specifically provided in Section C of this Agreement, the restrictions and covenants hereby imposed upon the Restricted Property, and the acts, which Grantor shall do or refrain from doing, are as follows:

1. The Restricted Property shall be used for non-commercial recreational, educational and open space purposes only. No residential, commercial, industrial or mining activities shall be permitted and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Restricted Property, except as specifically permitted under Section C of this Agreement.

2. The placement, collection or storage of trash, human waste, or any unsightly or offensive material on the Restricted Property shall not be permitted. The unauthorized deposit of trash, human waste, or any other unsightly or offensive material by third parties shall not result in default or violation of the easement by Grantor.

3. Except as specifically permitted under Section C of this Agreement, there shall be no disturbance of the surface, including but not limited to no filling, excavation, dredging, and 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 Restricted Property under the terms of this Agreement. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

4. There shall be no manipulation of natural watercourses, marshes, or other water bodies, nor shall there be activities conducted on the Restricted Property which would be detrimental to water purity, or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Restricted Property under this Agreement.

5. No trees shall be removed from the Restricted Property, unless in accordance with a forest management plan approved by the Municipality's Selectboard, except as needed to construct trails as described in Section C(4), below, or as described in Section C(3), below.

6. There shall be no fences, walls or other similar barriers that might affect or obstruct wildlife movement or habitat corridors on the Restricted Property, and therefore, no walls, fences or barriers to wildlife movement or wildlife habitat corridors shall be allowed within or adjacent to the boundaries of the Restricted Property.

C. Permitted Uses of the Restricted Property

Grantor shall have the right to make the following uses of the Restricted Property:

1. The right to maintain the Restricted Property in an orderly and presentable manner, to plant trees, shrubbery and other landscaping from time to time and, except in the designated wetlands or buffer areas, to keep the vegetation and grass trimmed and to take any other normal maintenance action in maintaining a pleasant appearance of the Restricted Property.

2. The right to construct, install, maintain, repair and replace: (a) a replacement wastewater disposal system and all pipes, tanks, lines and appurtenances thereto on the Restricted Property as described in the PRD Approval, or (b) structures or other improvements reasonably necessary to support the purposes of protecting open space, enjoying wildlife habitat, or associated with the uses permitted under Section C(4), below, with the written approval of the Municipality's Development Review Board, provided such improvements are designed in a manner to minimize any effects on wildlife habitat, other environmental resources, and the aesthetics and scenic qualities the Restricted Property,

3. The right to remove dead, diseased, dying and danger trees and trees for firewood for personal use of the owners of the lots consistent with a forest management plan approved by the Municipality's Selectboard.

4. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-commercial, non-motorized recreational activities.

D. Enforcement of the Restrictions

1. Charlotte, and Charlotte alone, or its successor, is hereby granted the right to enforce the covenants hereinabove set forth.

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

3. Failure by the Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Charlotte within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Charlotte 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 Charlotte to corrective action on the Restricted Property, if necessary. If the court determines that the Grantor has failed to comply with this Agreement, Grantor shall reimburse Charlotte 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 Charlotte initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and that Charlotte has initiated such litigation without reasonable cause or in bad faith, then Charlotte shall reimburse Grantor for their 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 may constitute immediate and irreparable injury, loss, and damage to the Restricted Property and accordingly entitle Charlotte 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 Charlotte at law, in equity; or through administrative proceedings.

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

E. Miscellaneous Provisions

1. The Grantor agrees to pay any real estate taxes or other assessments levied by competent authorities on the Property.

2. Nothing herein shall be construed to convey a right to the public of access or use of the Restricted Property or Grantor's Property, and the Grantor shall retain exclusive right to use the Property for all purposes not inconsistent with this Agreement.

3. In any deed or lease conveying an interest in all or part of the Restricted Property, Grantor shall make reference to the conservation and open space restrictions and covenants described herein and shall indicate that said easement and covenants are binding upon all successors in interest in the Restricted Property in perpetuity.

4. Charlotte shall be entitled to re-record this Agreement, or to record a notice making reference to the existence of this Agreement in the Town of Charlotte 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.

5. The term "Grantor" shall include the heirs, administrators, executors and assigns of the original Grantor.

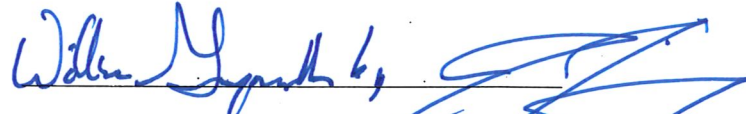
6. All notices to be provided by one party to the other under the terms of this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by

commercial courier addressed to the parties as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

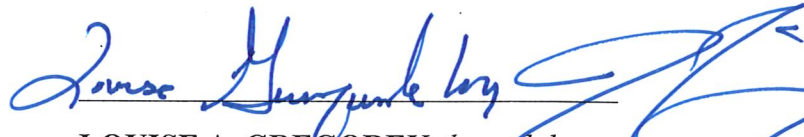
To Grantor: William J. & Louise Gregorek
351 Swamp Road
Charlotte, VT 05445

To Grantee: Town of Charlotte
Attn: Town Administrator
159 Ferry Road
Charlotte, VT 05445

IN WITNESS WHEREOF, We hereunto set our hands and seal this 5 day of February, 2025.



WILLIAM J. GREGOREK through his
duly authorized Agent, *Joseph M. Finnigan,*
Esq., pursuant to a Vermont Statutory Short
Form Power of Attorney, dated January 31,
2025.

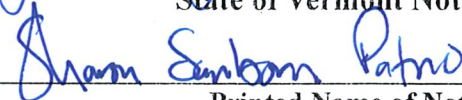


LOUISE A. GREGOREK through her
duly authorized Agent, *Joseph M. Finnigan,*
Esq., pursuant to a Vermont Statutory Short
Form Power of Attorney, dated January 31,
2025.

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

At South Burlington, in said County this 5 day of February, 2025, personally appeared **WILLIAM J. GREGOREK and LOUISE A. GREGOREK** through their duly authorized Agent, *Joseph M. Finnigan, Esq.*, and he acknowledged this instrument by him, sealed and subscribed to be his free act and deed, and the free act and deed of **WILLIAM J. GREGOREK and LOUISE A. GREGOREK.**

Before me, 
State of Vermont Notary Public


Printed Name of Notary Public

My Commission Expires: 1-31-2027

IN WITNESS WHEREOF, I hereunto set our hands and seal this _____ day of February, 2025.

Town of Charlotte

By: _____
Duly Authorized Representative

STATE OF VERMONT
COUNTY OF CHITTENDEN, S.S.

At _____, in said County this _____ day of February, 2025, personally appeared _____, Duly Authorized Representative of the Town of Charlotte and he/she acknowledged this instrument by him/her, sealed and subscribed to be their free act and deed, and the free act and deed of the Town of Charlotte

Before me, _____
State of Vermont Notary Public

Printed Name of Notary Public

My Commission Expires: _____