

4. Condition #9 of Land Use Permit #5W1232-5 provides in pertinent part as follows:

50 foot undisturbed, naturally vegetated riparian buffers, as measured from the top of the stream banks, shall be maintained along all streams located on the tract. Undisturbed is defined as no construction, no mowing, no cutting, no storage of materials and no activity that alters the natural vegetation within the riparian buffer.

5. Condition #9 of Land Use Permit #5W1232-5 remains in full force and effect as per Condition #14 of Land Use Permit #5W1232-6, issued November 7, 2008.

6. On or about June 15, 2009, the Panel's Permit Compliance Officer (PCO) John Wakefield conducted a compliance inspection at the request of the Vermont Agency of Natural Resources (ANR).

7. PCO Wakefield's inspection discovered a moving van with a car carrier trailer and a large cargo container located within the 50-foot riparian buffer in violation of Land Use Permit # 5W1232-5 Condition #9.

8. PCO Wakefield's inspection also discovered that a parking/travel lane constructed of gravel extended well into the riparian buffer to within approximately ten (10) feet of from the top of bank of the Stevens Branch in further violation of Land Use Permit # 5W1232-5 Condition #9.

9. Accordingly, Respondents have violated Condition #9 of Land Use Permit #5W1232-5.

AGREEMENT

Based on the aforementioned Statement of Facts and Description of Violation, the parties hereby agree as follows:

A. No later than thirty (30) days of the date on which this Assurance is signed by the Environmental Court, Respondents shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount **One Thousand Dollars (\$1,000.00)** for the violation noted herein.

B. Respondents shall make said payment by check made payable to the "Treasurer, State of Vermont" and forwarded to:

Denise Wheeler, Business Administrator
Land Use Panel of the Natural Resources Board
National Life Records Center Building
National Life Drive
Montpelier, Vermont 05620-3201

C. Any payment by the Respondents pursuant to this Assurance is made to resolve the violation set forth herein and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. Respondents shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from Respondents' state or federal taxes.

D. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.

E. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondents' continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondents.

F. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Court. When so entered by the Environmental Court, this Assurance shall become a judicial order pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Assurance shall be null and void.

G. Pursuant to 10 V.S.A. § 8007(d), the Respondents shall not be liable for any additional civil or criminal penalties with respect to the specific facts described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondents fully comply with the agreements set forth above.

H. This Assurance sets forth the complete agreement of the parties, and it may be altered, amended, or otherwise modified only by subsequent written agreements signed by the parties hereto or their legal representatives and incorporated in an order issued by the Environmental Court. Alleged representations not set forth in this Assurance, whether written or oral, shall not be binding upon any party hereto, and such alleged representations shall have no legal force or effect.

I. Any violation of any agreement set forth herein will be deemed to be a

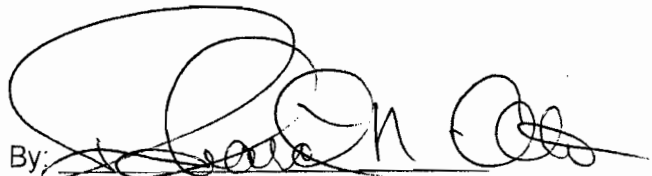
violation of a judicial order and may result in the imposition of injunctive relief and/or penalties, including penalties set forth in 10 V.S.A. chapters 201 and/or 211.

- J. This Assurance is subject to the provisions of 10 V.S.A. § 8007.
- K. This Assurance or a notice thereof may be filed within the land records of the town(s) in which the property is located.
- L. Respondents shall immediately remove all motor vehicles, trailers, storage units and other personal property from the 50-foot riparian buffer, and re-vegetate such portions of the parking/travel lane as are within said buffer.

SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated at So. Barre, Vermont, this 24 day of Aug, 2009

By: 
Richard Otis, Individually and as
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF ~~Oleans~~, ss.

Washington
BE IT REMEMBERED that on the 24 day of Aug, 2009, personally appeared Richard Otis individually and as the duly authorized agent of LinBrooke, Inc. signer and sealer of the forgoing instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed and the free act and deed of LinBrooke, Inc. and that he has the authority to contract on behalf of LinBrooke, Inc.

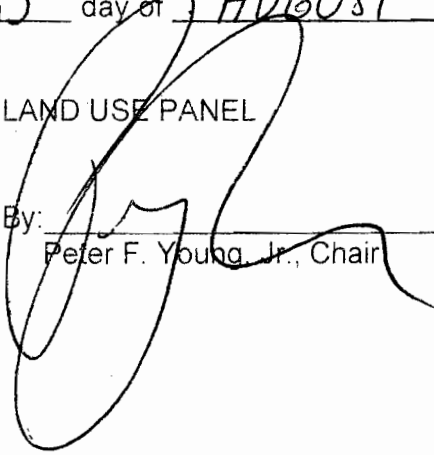
Before me,

Notary Public
My Commission Expires: 2/10/2011

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated in Montpelier, Vermont, this 25TH day of AUGUST, 2009.

LAND USE PANEL

By: 
Peter F. Young, Jr., Chair