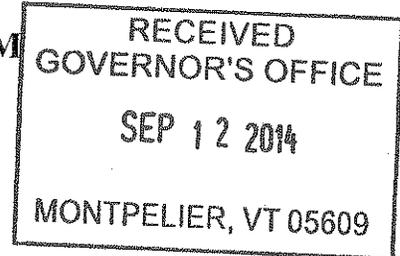


State of Vermont
Department of Forests, Parks and Recreation
One National Life Drive, Davis 2
Montpelier, VT 05620-3801
www.vtfpr.org

Agency of Natural Resources

[tdd] 800-253-0191

MEMORANDUM



To: Sarah London

From: Kate Willard 

Date: September 8, 2014

Re: Governor's Approval for Acquisition of 123.24 acres from the Green Mountain Club, Bolton

Enclosed is an approval to be signed by the Governor for acquisition of 123.24 acres, located in the Town of Bolton, commonly referred to as the Thomas Parcel. The property will be transferred from the Green Mountain Club (GMC) to the State of Vermont, Department of Forests, Parks and Recreation to be managed as an addition to Mt. Mansfield State Forest for the primary purpose of relocation of the Long Trail.

Enclosed you will find the following documents in support of this request;

Governor's memo and approval form

Draft deed from GMC to State of Vermont

General location map and parcel map

Draft Declaration of Covenants, Restrictions, Conditions and Right-of Way (an encumbrance on the property to be held by the GMC)

Support letter from the Bolton selectboard

Please feel free to contact me if you have any questions, I can be reached at 272-3365 or at kate.willard@state.vt.us , thank you.

MEMORANDUM

TO: Governor Peter Shumlin

THROUGH: Deborah L. Markowitz, Secretary, Agency of Natural Resources *DM*

FROM: Michael C. Snyder, Commissioner, Department of Forests, Parks and Recreation *MS*

DATE: September 8, 2014

SUBJECT: Land Acquisition Approval – 123.24 acre Thomas Parcel from the Green Mountain Club

Your approval is requested pursuant to Title 10, Chapter 83, Section 2606 (a), VSA, for the acceptance of the land acquisitions referenced above and described below. This property was reviewed by the Agency's Land Acquisition Review Committee (LARC) on December 6, 2012. Subsequent approval by the Agency Secretary was given on January 2, 2013.

Description

The 123.24 acre Thomas parcel, located in the Town of Bolton east of Bolton Notch Road and about ½ mile south of Mount Mansfield State Forest, is the final, key parcel in the Green Mountain Club's Winooski Valley Long Trail Relocation. Approximately one mile of the Long Trail will be relocated onto the Thomas parcel thus eliminating the current trail location along Route 2. The Thomas parcel will connect the previously acquired Smith parcel, also part of the Long Trail relocation project, with the rest of Mt. Mansfield State Forest. The relocation project includes construction of a foot bridge across the Winooski River to reach land owned by the Town of Bolton on the river's north side; crossing the New England Central Railroad via a crossing agreement; crossing I89 via tunnels (also referred to as box culverts) on Notch Road; crossing private property via a conveyed ROW to GMC to reach the Smith parcel, now owned by the Department of Forests, Parks and Recreation; and finally onto the Thomas parcel which connects to Mt. Mansfield State Forest.

Ownership and Management

This parcel will be owned by the State of Vermont and managed by the Department of

GMC Smith Parcel
Governor's Approval

Forests, Parks and Recreation as part of the Mt. Mansfield State Forest. The Green Mountain Club will hold a Declaration of Covenants, Restrictions, and Right-of Way on this property similar to the covenants held on the adjacent Smith parcel purchased from Green Mountain Club on March 29, 2012.

Budget and Funding

Total cost for this transaction is \$229,206, \$211,560 for acquisition and \$17,646 for associated closing costs. Legislative appropriations for Long Trail land acquisition will be used for a portion of the acquisition cost, \$121,799. The balance of the acquisition cost, \$89,761 and the \$17,646 in closing costs will be covered by the Green Mountain Club. An appraisal completed by Robert Lamprey valued the property at \$211,560.

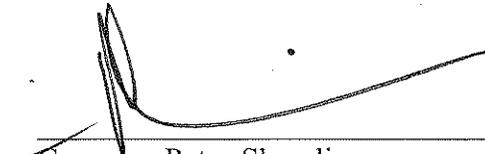
APPROVAL FOR LAND ACQUISITION

We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation, of the so-called "Thomas" parcel, located in the Town of Bolton, from the Green Mountain Club. The parcel is 123.24 surveyed acres in size.

This approval is pursuant to Title 10, Chapter 83, § 2606 (a) of the Vermont Statutes Annotated.

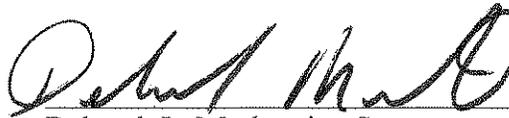
9/16/14

Date


Governor Peter Shumlin
State of Vermont

9-10-14

Date


Deborah L. Markowitz, Secretary
Agency of Natural Resources

9/8/14

Date

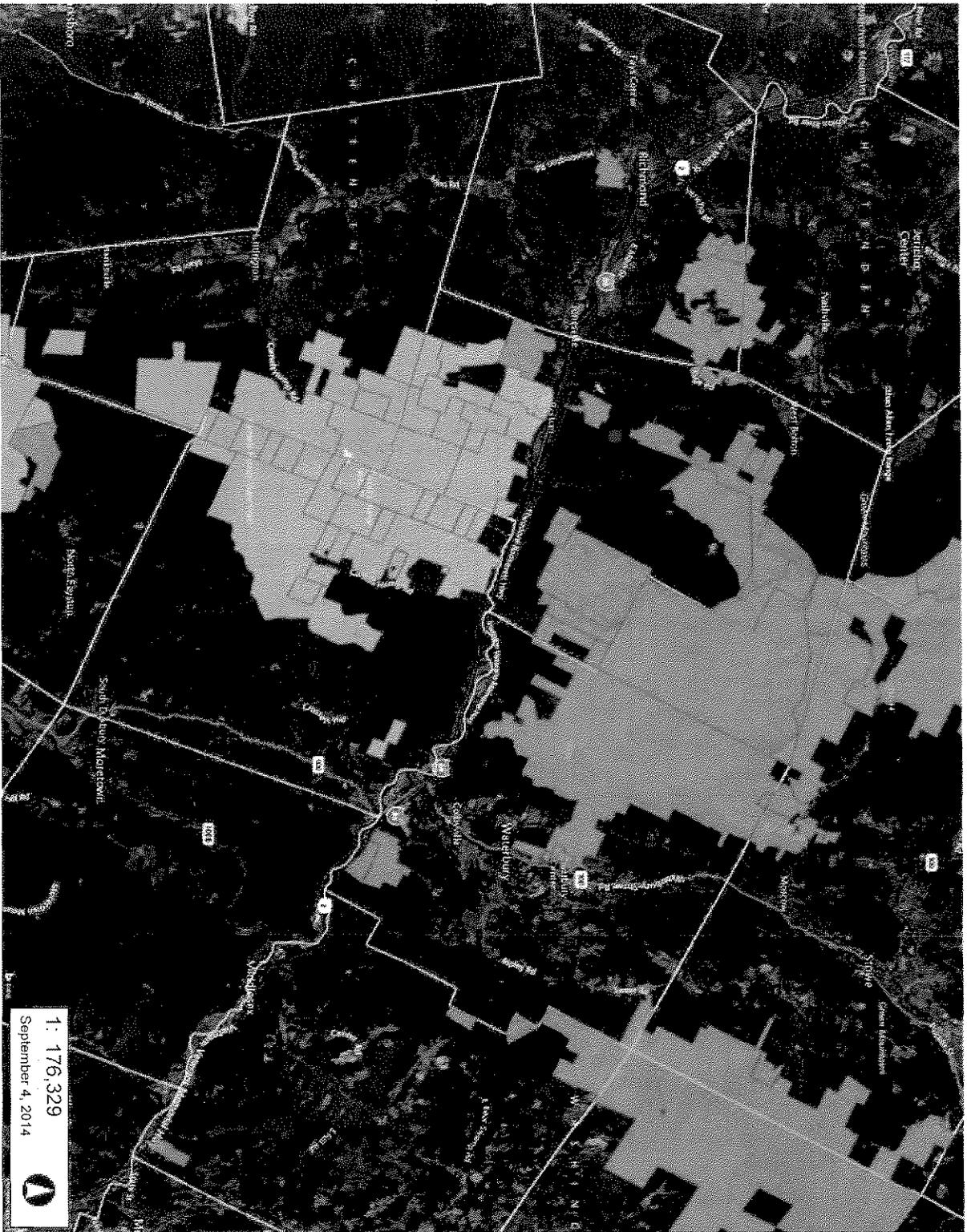

Michael C. Snyder, Commissioner
Department of Forests, Parks and Recreation



GMC Acquisition - Thomas Tract

Vermont Agency of Natural Resources

vermont.gov

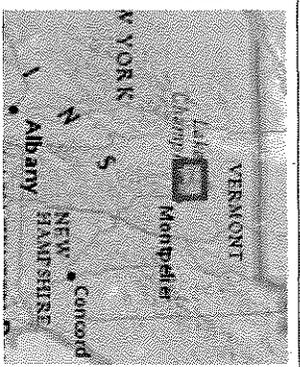


8,958.0 0 4,479.00 8,958.0 Meters

WGS, 1984, Web_Mercator_Auxiliary_Sphere
 1" = 14694 Ft 1cm = 1763 Meters
 © Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

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.

1: 176,329
 September 4, 2014



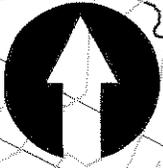
LEGEND

- Managed Lands
 - State Forest, Fee ownership
 - State Park, Fee ownership
 - Non-fee interest
- Town Boundary

NOTES

Map created using ANR's Natural Resources Atlas

Long Trail Relocation Thomas Alternative Green Mountain Club Bolton, VT



Bolton Notch Road

Mount Mansfield State Forest

Thomas Retained

Ridgeline

Proposed Thomas Acquisition

Mount Mansfield State Forest

Stimson Mtn.

Legend

- 50 Foot Contour
- Proposed Long Trail
- Thomas Retained
- Proposed Thomas Acquisition
- Mount Mansfield State Forest

Not a Survey
Boundaries Approximate
Source: VCGI/ESRI
PAK
111412



1:10,547.23

**DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND
RIGHT-OF-WAY**

THIS DECLARATION, made this _____ day of August 2014, by THE GREEN MOUNTAIN CLUB, INC., a Vermont non-profit corporation with principal place of business in Waterbury Center, Vermont (the "Declarant").

WITNESSETH:

WHEREAS, THE GREEN MOUNTAIN CLUB, INC. is the owner in fee of certain real property in Bolton, Vermont, conveyed to it pursuant to a Guardian's Deed given by Paul Thomas, dated June 26, 2014, and recorded in Book __, Pages _____, of the Bolton Land Records, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein (hereinafter "Protected Property"), which has recreational, ecological, educational, and aesthetic value in its present state; and

WHEREAS, this property contains 123.24 acres, more or less, of undeveloped mountain and forest land which provides recreational opportunities, wildlife habitat, and scenic views; and

WHEREAS, THE GREEN MOUNTAIN CLUB, INC. is a publicly supported non-profit corporation incorporated under the laws of the State of Vermont, and qualified under Section 501(c)(3) of the Internal Revenue Code, whose purpose is to preserve, conserve, and maintain the Long Trail System, which consists of the 270-mile Long Trail, 175 miles of side trails, and 65 shelters and cabins; and

WHEREAS, the Long Trail, known as Vermont's "footpath in the wilderness" is the oldest long-distance hiking trail in the country, originally constructed between 1910 and 1930; and

WHEREAS, the Long Trail System is used by over 200,000 hikers, backpackers and snowshoers annually; and

WHEREAS, the Protected Property is significant recreational land, since it will contain the Long Trail; and

WHEREAS, the Protected Property is an important natural and scenic buffer to the Long Trail; and

WHEREAS, preservation of the Protected Property is for the scenic and recreational enjoyment of the general public and will yield a significant public benefit; and

WHEREAS, the Vermont General Assembly has supported the acquisition of land for the protection of the Long Trail and its side trails through the appropriation of monies; and

WHEREAS, the preservation of the Protected Property is pursuant to federal, state and local governmental conservation policy; and

WHEREAS, the Declarant recognizes the natural, scenic, recreational, wildlife and aesthetic values of the Protected Property and desires to conserve these values and to prevent the use or development of the property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its current natural, scenic and open condition for this generation and future generations;

NOW, THEREFORE, the Declarant hereby declares that all of the Protected Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values set forth above, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party.

ARTICLE I

PURPOSES OF THE DECLARATION

Declarant acknowledges that the Purposes of this Declaration are as follows (hereafter "Purposes of this Declaration"):

1) To contribute to the implementation of the policies of the State of Vermont designed to foster the protection of the Long Trail System, to provide recreational opportunities, and to conserve the state's wildlife habitat, scenic beauty, forest and other natural resources through land acquisition, planning, regulation and tax incentive programs;

2) To protect the Long Trail and maintain public access to the trail, to provide a natural and scenic buffer for the Long Trail, to protect scenic views from the trail on the Protected Property now and in the future;

3) To conserve and protect biological diversity, important wildlife habitat and natural communities on the Protected Property and the ecological processes that sustain these natural resource values as these values exist on the date of this instrument and as they may evolve in the future;

4) To provide for pedestrian public outdoor recreation use that is low-impact, non-commercial and non-motorized, as well as the quiet enjoyment of the Protected Property, provided such uses are compatible with the purposes of the Declaration;

5) To conserve and protect the Protected Property's undeveloped character, scenic and open space resources for present and future generations; and

6) A purpose of this Declaration of Covenants, Restrictions, Conditions and Right of Way is to effect the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103c) on the herein described land, which purposes include protecting environmentally important forest areas that are threatened by conversion to non-forest uses and promoting forest land protection and other conservation opportunities; and to contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's wildlife habitats, forestry, and other natural resources through planning, regulation, land acquisition, and tax incentive programs.

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

- the route for approximately one mile of the Long Trail, part of the Winooski Valley Long Trail Relocation
- it will be visible from the Long Trail and therefore is an important natural and scenic buffer and viewshed to the Long Trail
- it contains habitat for a diversity of native wildlife
- it is adjacent to and connects other lands protected by The Green Mountain Club in the Mount Mansfield State Forest and is an important link between conservation lands in Chittenden County and along the spine of the Green Mountains.

Declarant acknowledges the scenic, ecological, and recreational values of the Protected Property and has the purpose of conserving these values through this Declaration to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Declaration.

ARTICLE II

MANAGEMENT PLAN

Declarant's successor in title, State of Vermont, Agency of Natural Resources (hereinafter "ANR") will from time to time develop comprehensive Management Plans for the Protected Property (hereinafter Management Plan). Said Management Plan shall ensure that forest management activities and other proposed uses of or activities on the Protected Property are consistent with the purposes of this Declaration. The Management Plan shall not allow uses of the Protected Property which are inconsistent with this Declaration. The Management Plan shall be developed, and future amendments or updates to the Management Plan shall be made, with appropriate public input. Such input shall be consistent with applicable laws, regulations, policies and procedures governing ownership and management of the Protected Property. Prior to its final adoption, ANR shall provide Declarant with a copy of the Management Plan, including any amendments or updates thereto.

ARTICLE III

RESTRICTED USES OF THE PROTECTED PROPERTY

3.01. The restrictions hereby imposed upon the Protected Property are as follows:

a. The Protected Property shall be used for public, non-motorized, non-commercial outdoor recreation, natural area protection, habitat conservation, forestry, educational, scientific, and open space purposes only, except as otherwise permitted under this Declaration. No residential, commercial, industrial, or mining activities shall be permitted on the Protected Property, and no building or structure shall be constructed, created, erected or moved onto the property, except as specifically permitted under this Declaration and the Management Plan. The term structure as used in the preceding sentence shall include, but not be limited to telecommunications, broadcasting, transmission, or energy generation facilities.

b. No driveways, roads, or utility lines shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, except as specifically permitted under this Declaration.

No rights-of-way, easements of ingress or egress, or other easements shall be granted to third parties to or across the Protected Property without the prior written approval of the Declarant.

c. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided however, that reasonable signs indicating the name of the property, boundary markers, directional signs, trail signs, or other informational signs pertaining to the Protected Property and the Long Trail System may be erected. Declarant may erect and maintain informational signs pertaining to the Long Trail and other hiking trails and designating the property as land under the protection of the Declarant.

d. The placement, collection, or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at locations, if any, and in a manner which is consistent with this Declaration and permitted by the Management Plan. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted. Declarant may site outhouses and composting toilets at shelters and primitive campsites along the Long Trail System with prior written approval of the owner of the Protected Property.

e. 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 reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Declaration and the Management Plan. In no case shall mining of subsurface oil, gas, or other minerals be permitted.

f. There shall be no manipulation or alteration of natural watercourses, wetlands, or other waterbodies; nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level and/or flow except as is minimally necessary to carry out the uses permitted on the Protected Property under this Declaration. This paragraph shall not preclude the use of water flow devices on beaver dams to protect roads, recreation corridors, or private property.

g. Except as part of normal trail construction and maintenance, there shall be no removal, destruction or cutting of trees or plants within a 400 foot primary protection zone centered on the Long Trail System, and any future designated hiking trails connecting to the Long Trail which may be constructed on the Protected Property. Trees may be cut in this zone to open scenic vistas with the prior written approval of the Declarant. Trees within a secondary protection zone extending 300 feet outward on either side of the primary protection zone may be cut or removed only with the prior written approval of Declarant. Skidding or hauling of logs shall not be permitted on or across the primary protection zone of the Long Trail System without prior consultation with Declarant.

h. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as forestry, wildlife management, trail and shelter construction and maintenance, and for emergency purposes. If consistent with the purposes of this Declaration, snowmobiling may be permitted at the discretion of the owner Protected Property and as provided for in the Management Plans, with prior written consultation with Declarant, GMC. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes.

i. There shall be no operation of motorized vehicles (except for emergency purposes) or mechanized vehicles such as mountain bicycles, and no use of horses or other pack animals on hiking trails of the Long Trail System without the prior written approval of Declarant.

j. The Protected Property shall not be leased, subdivided, granted, sold, mortgaged, conveyed or otherwise encumbered without the prior written approval of the Declarant.

k. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Declarant, is or is likely to become inconsistent with the Purposes of this Declaration. However, activities on or uses of the Protected Property, which are not expressly referenced in this Declaration and which are consistent with said Purposes, may be permitted at the discretion of the owner of the Protected Property and with prior written notice to Declarant, provided such activities are also consistent with the Management Plan.

ARTICLE IV

PERMITTED USES OF THE PROTECTED PROPERTY

4.01. Notwithstanding the foregoing, the following uses of the Protected Property shall be permitted:

a. The right to use the Protected Property for all types of non-commercial, non-motorized, outdoor recreational or educational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, and wildlife observation) consistent with the Purposes of this Declaration and permitted under the Management Plan.

b. The right to create and maintain footpaths for non-commercial walking and other pedestrian recreational, educational, or scientific research activities within and across the Protected Property, after consultation with Declarant.

c. The right to use the Protected Property to conduct all activities allowed by the Management Plan, provided that such activities are reasonably necessary to carry out the Purposes of this Declaration and are consistent with this Declaration. This paragraph IV(c) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Declaration

d. The right to conduct sustainable forest and wildlife management in accordance with a forest management plan which has been developed in consultation with the owner of the Protected Property, Declarant, and any other experts the owner of the Protected Property may choose to consult, together with the right to construct temporary roads necessary for such activities. In developing the forest management plan, the owner of the Protected Property shall design all roads and management activity to minimize degradation of water quality, and not less than the standards in the regulations and publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont", a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 (or such successor standard promulgated and/or approved by the Department).

e. Limited use of the Protected Property for intensive, concentrated non-motorized recreation such as mountain biking and horseback riding may be permitted at the discretion of the owner

of the Protected Property, and with prior consultation with Declarant, provided that such uses are confined to designated corridors, consistent with the Purposes of this Declaration, and permitted by the Management Plan.

f. The right to maintain, repair, improve, and replace existing recreational trails, i.e., the Long Trail System, together with the right to clear, construct, repair, improve, maintain and replace new non-motorized recreational trails within designated corridors on the Protected Property, provided that the location, use and construction of such new trails are consistent with the Purposes of this Declaration and permitted by the Management Plans. Any relocation of the Long Trail System will require the prior written permission of the Declarant.

g. The right to construct, maintain, and replace rustic shelters and primitive camping sites, including, but not limited to, shelters, lean-tos, tent platforms, outhouses and associated facilities to provide overnight accommodations for hikers on the Long Trail System with the prior written approval of Declarant, provided that the number, location, scale, management, and volume of use of said shelters, associated facilities, and sites is consistent with the Purposes of this Declaration, permitted by the Management Plan, and is in compliance with any and all applicable permits.

h. The right to construct, maintain, repair and replace structures reasonably necessary to support the uses permitted by this Declaration (including, but not limited to, gates, information kiosks, and signs), with the prior written approval of Declarant, provided that the number, location, scale, and use of such structures are consistent with the Purposes of this Declaration, permitted by the Management Plan and do not unduly affect the Long Trail System.

i. The right to issue special use permits and licenses authorizing the commercial or non-commercial use of the Protected Property for recreational, educational, or research purposes, provided that any such permit or license is for uses consistent with the Purposes of this Declaration, and provided that such permit or license does not unreasonably interfere with the access of the general public to the Protected Property.

j. The right to charge members of the public reasonable fees for admission to and use of the Protected Property and adjacent lands owned by the State of Vermont.

ARTICLE V

DECLARANT'S RESERVATION OF RIGHTS AND EASEMENTS

5.01. Declarant hereby establishes and reserves unto itself the following rights and easements:

a. A 50-foot wide pedestrian right-of-way along the route of the Long Trail System in its current or future location, and a 50-foot wide pedestrian right-of-way along the routes of any future side trails to the Long Trail.

b. The right to construct new hiking trails connecting with the Long Trail System and the right to relocate the Long Trail System, and other hiking trails connecting with the Long Trail and the

corresponding above-described rights-of-way with the prior written approval of the owner of the Protected Property, such approval not to be unreasonably withheld.

c. The right to construct, maintain, repair, and replace one Long Trail shelter, one primitive camping site, and associated facilities to provide overnight accommodations for hikers on the Long Trail System with the prior written approval of the owner of the Protected Property, such approval not to be unreasonably withheld.

d. The right to construct, maintain, repair and replace structures reasonably necessary to support the uses permitted by this Declaration (including, but not limited to, gates, information kiosks, and signs), with the prior written approval of the owner of the Protected Property, provided that the number, location, scale, and use of such structures are consistent with the Purposes of this Declaration and permitted by the Management Plan.

e. The right but not the obligation to maintain and manage the above-described trails, including the right to cut trees for the purposes of normal trail and shelter construction and maintenance and the maintenance of existing vistas. The right to clear new scenic vistas with the prior written approval of the owner of the Protected Property.

ARTICLE VI

ENFORCEMENT OF THE RESTRICTIONS

6.01. Declarant shall make reasonable efforts from time to time to assure compliance by the owner of the Protected Property with all of the covenants and restrictions herein. In connection with such efforts, Declarant may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes Declarant shall have the right of reasonable access to the Protected Property. In the event that Declarant becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Declarant shall give notice to the owner of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by the owner sufficient to abate such event or circumstance of non-compliance and restore the Protected Property as near as possible 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, the owner shall, at Declarant's request, reimburse Declarant for all reasonable costs incurred in investigating the non-compliance and in securing its correction.

6.02. Failure by said owner to cause discontinuance, abatement, or such other corrective action as may be demanded by Declarant within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Declarant to bring an action in a court of competent jurisdiction to enforce the terms of this Declaration and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Declarant to corrective action on the Protected Property, if necessary. If such court determines that the owner of the Protected Property has failed to comply with this Declaration, said owner shall reimburse Declarant for any reasonable costs of enforcement, including Declarant's staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that Declarant initiates litigation and the court determines that the owner has not failed to comply with this Declaration and that Declarant has initiated

litigation without reasonable cause or in bad faith, then Declarant shall reimburse the owner of the Protected Property for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. Events and circumstances of non-compliance shall be deemed to constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly shall entitle Declarant 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 Declarant at law, in equity, or through administrative proceedings.

6.03. In the event a third party commits an action on the Protected Property that is inconsistent with the terms and purposes of this Declaration, Declarant reserves the right to pursue all appropriate remedies.

6.04. No delay or omission by Declarant in the exercise of any right or remedy upon any breach by an owner of the Protected Property shall impair Declarant's 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 has terminated.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01. Declarant shall transfer its rights herein only to a qualified conservation organization that agrees to enforce this Declaration, in accordance with the regulations established by the Internal Revenue Service governing such transfers.

7.02. Where an owner is required, as a result of this Declaration, to obtain the prior written approval of Declarant before commencing an activity or act, and where Declarant has 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 the Declarant, provided that the owner has given its written consent to such designation, which consent shall not be unreasonably withheld. The owner of the Protected Property shall reimburse Declarant for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Declarant's approval; but not to include those costs, which are expected, and routine in scope.

7.03. Nothing herein shall prevent the Declarant from amending this Declaration with the approval of the owner(s) of the Protected Property to modify the restrictions on the Protected Property in order to satisfy special unforeseen circumstances, providing such amendment will serve to strengthen the Purposes of this Declaration to protect the scenic, recreational and natural resource values of the Protected Property.

7.04. In the event the conservation easement and restrictions contained herein are extinguished by eminent domain or other legal proceedings, Declarant shall be entitled to any proceeds which pertain to the extinguishment of Declarant's rights and interests.

7.05. In any deed conveying an interest in all or part of the Protected Property, grantor shall

make reference to this Declaration and shall indicate that the covenants, restrictions, conditions and right-of-way set forth are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Declarant of the name(s) and address(es) of grantor's successor(s) in interest.

7.06. If any provision of this Declaration is held invalid, the invalidity thereof shall not affect any provisions of this Declaration which can be given effect without the invalid provisions, and to this end the provisions of this Declaration are severable. The term "Declarant" shall include the successors and assigns of the original Declarant, The Green Mountain Club, Inc.

IN WITNESS WHEREOF, The Green Mountain Club, Inc. hereunto sets its corporate hand this _____ day of August, A.D. 2014.

DECLARANT:

THE GREEN MOUNTAIN CLUB, INC.

Michael DeBonis, Executive Director

STATE OF VERMONT
COUNTY OF WASHINGTON

On this _____ day of August, 2014, before me personally appeared Michael DeBonis, to me personally known, who, being by me duly sworn did say that he is the Executive Director of The Green Mountain Club, Inc., the corporation named in the foregoing instrument; and acknowledged said instrument to be his free act and deed, and the free act and deed of said corporation.

Notary Public
My Commission Expires:
Name:

EXHIBIT A

Being all and the same land and premises acquired by The Green Mountain Club, Inc. by Guardian's Deed of Paul Thomas dated June 26, 2014, and recorded in Book ____, Pages _____ of the Bolton Land Records, described therein as follows:

Being a parcel of land consisting of 123.24 acres, more or less, located in the Town of Bolton, and being all of Lot 1 as shown and depicted on a survey entitled "Plat of Survey Showing Two Lot Subdivision of Lands of Miriam Thomas, Prepared for The Green Mountain Club, Inc., Notch Road, Bolton, Vermont," prepared by Button Professional Land Surveyors, PC, dated January – February 2014, revised through June 4, 2014, certified June 18, 2014, and recorded at Slide # 42-A of the Town of Bolton Land Records (hereinafter referred to as the "Survey" and the "Property") and more particularly described as follows:

Beginning at an Iron Pipe Found, 1.25" diameter, 2.5' above grade, said iron pipe being located in the westerly line of the herein described premises, and also being a point in the easterly boundary of lands owned now or formerly by Penny; said Iron Pipe also being the northeast corner of lands owned now or formerly by Miriam Thomas;

Thence proceeding N32°10'42"E, 257.32 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Penny to a Rebar Found, 1/2", 0.4' above grade, crowned with a cap inscribed with "L.S. 43"; said rebar being the northeasterly corner of said Penny and also being the southeasterly corner of lands owned now or formerly by Montgomery and Fogg;

Thence proceeding N27°31'12"E, 775.01 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Montgomery and Fogg to a Rebar Found, 1/2", 0.4' above grade, crowned with a cap inscribed with "L.S. 43"; said rebar being the northeasterly corner of lands of said Montgomery and Fogg and also being the southeasterly corner of lands owned now or formerly by the State of Vermont (being the Mt. Mansfield State Forest, so called);

Thence proceeding N30°20'38"E, 10.08 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of the said Mt. Mansfield State Forest to an Iron Pipe Found, 1.5" diameter, 2.7' above grade;

Thence proceeding N33°03'28"E, 1269.36 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Mt. Mansfield State Forest to an Iron Pipe Found, 1" diameter, 0.8' above grade; said Iron Pipe being the northerly most point of the herein described premises;

Thence proceeding S13°46'41"E, 312.89 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Mt. Mansfield State Forest to a Rebar Found, 5/8", 2.5' above grade, crowned with a cap inscribed "VT Agency of Natural Resources, L.S.#508"; said rebar being the southeasterly corner of lands of said Mt. Mansfield State Forest; said rebar being a point in the westerly boundary of lands owned now or formerly by Bolton Woods, LLC;

Thence proceeding S13°58'33"E, 2353.55 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to an Iron Pipe Found, 1" diameter, 1' above grade; said Iron Pipe being a point in the easterly

boundary of the herein described premises, also being a point in the westerly boundary of lands of said Bolton Woods, LLC;

Thence proceeding S25°00'51"W, 546.60 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to a Rebar Found, 5/8", 1' above grade, crowned with a cap inscribed with "L.S. #608"; said rebar being a point in the easterly boundary of the herein described premises, also being a point in the westerly boundary of lands of said Bolton Woods, LLC;

Thence proceeding S22°17'42"E, 347.05 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to an Iron Pipe Found, 1" diameter, 2' above grade; said Iron Pipe being a point in the easterly boundary of the herein described premises, also being a point in westerly boundary of lands of said Bolton Woods, LLC;

Thence proceeding S20°13'06"E, 389.09 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to a Stone Pile Found; said stone pile being located in the northerly boundary of lands of said Bolton Woods, LLC and also being the easterly most corner of the herein described premises;

Thence proceeding N61°25'18"W, 1505.82 feet, more or less, in and along the southerly boundary of the herein described premises, also being in and along the northerly boundary of lands of said Bolton Woods, LLC, to a Rebar Found, 5/8", 1' above grade; said Rebar being a northwesterly corner of lands of said Bolton Woods, LLC;

Thence proceeding S30°14'00"W, 1439.23 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC, to a Spike Found, flush with grade; said Spike being a point in the westerly boundary of said Bolton Woods, LLC and also being the southerly most corner of the herein described premises; said Spike being the northeasterly corner of lands owned now or formerly by the State of Vermont (being the Mt. Mansfield State Forest, so called);

Thence proceeding N60°49'04"W, 935.19 feet, more or less, in and along the southerly boundary of the herein described premises, also being in and along the northerly boundary of lands of said Mt. Mansfield State Forest to an Iron Pipe Found, 3/4" diameter, 0.8' above grade; said Rebar being the southwesterly corner of the herein described premises; said Rebar being a point in the northerly boundary of lands of said Mt. Mansfield State Forest;

Thence proceeding N29°06'46"E, 407.40 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Mt. Mansfield State Forest to an Iron Pipe Found, 1" diameter, 1.8' above grade; said Iron Pipe being a northwesterly corner of lands of said Mt. Mansfield State Forest and also being a point in the westerly boundary of the herein described premises; said Iron Pipe being the southeasterly corner of lands of said Miriam Thomas;

Thence proceeding N27°52'15"E, 1700.06 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Thomas to the point or place of beginning.

Also conveyed hereby is a right of way and easement in common for forestry and trail maintenance purposes over and along a thirty foot (30') wide strip of land identified on the Survey as "Proposed 30' logging access easement to benefit Lot 1 over Lot 2..." the centerline of which is the centerline of the existing logging road approximately as shown on the Survey (the "Easement").

Also conveyed hereby, without warranty, is all right, title, and interest of Miriam Thomas in and to a certain right of way or certain rights of way described in the following instruments recorded in the Bolton Land Records: (1) Warranty Deed of Walter A. Griffith to Plant & Griffith Lumber Co. dated April 30, 1962 and recorded in Book 20 Page 131; and (2) Right of Way Contract between Ernest Gokey and Walter A. Griffith dated June 24, 1948 and recorded in Book 19 Page 543.

A small portion of the Property located along the western boundary may be, and a portion of the Easement is, located within Lot No. 9 of the original division of the Town of Bolton as described in the First Book of Records Survey of Bolton, Page 55, the same being a 'school lot,' as leased to Jesse Jewell by the Town of Bolton Selectboard by instrument dated December 1813, acknowledged January 17, 1814, and recorded in Book 3 Pages 9-10 and 12-13. As to any portion located within said Lot No. 9, this conveyance is without warranty.

The Property is a portion of, and the Easement is located within, the limits of the land and premises conveyed to Miriam Thomas by the following instruments recorded in the Bolton Land Records: (1) Quitclaim Deed of Bryce Thomas dated December 31, 1988 and recorded in Book 39 Page 193; (2) Quitclaim Deed of Bryce Thomas dated December 31, 1988 and recorded in Book 39 Page 195; and (3) Warranty Deed of Bryce Thomas dated April 20, 1993 and recorded in Book 46 Pages 233-237.

Notice of permit requirements. In order to comply with applicable state Rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable Rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.

The land and premises conveyed hereby include the benefit of and are subject to terms and conditions contained in the Bolton Development Review Board Final Subdivision Approval Application #2014-01-SD dated May 27, 2014 and recorded in Book 87 Pages 758-768.

Reference is hereby made to said deeds, license to sell, survey plat, and their records, to all references therein and to the Bolton Land Records in aid of this description.

From: Amy Grover <clerkbolton@gmavt.net>
Sent: Monday, August 11, 2014 11:50 AM
To: Willard, Kate
Cc: Dave Hardy
Subject: Bolton SB Support of GMC Transfer to SOV

Kate,

The SB unanimously voted to support the transfer of the 123 acres in Bolton currently owned by GMC to the SOV at their meeting on 8/4/14.

Best,

Amy
"Bolton Vermont ~ The Land of Boulders and Bears."

Amy Grover
Town Clerk & Treasurer
3045 Theodore Roosevelt Highway
Bolton, Vermont 05676
Phone: (802)434-5075 x222
Fax: (802)434-6404

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT THE GREEN MOUNTAIN CLUB, INC., a Vermont nonprofit corporation with its principal place of business in Waterbury Center, County of Washington and State of Vermont, Grantor, in consideration of Ten and more Dollars paid to its full satisfaction by the **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FORESTS, PARKS AND RECREATION,** Grantee, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FORESTS, PARKS AND RECREATION** and its successors and assigns forever, certain land and premises in Bolton, Vermont, described as follows, viz:

Being all and the same land and premises conveyed to The Green Mountain Club, Inc. by Guardian's Deed of Paul Thomas dated June 26, 2014 and recorded in Book 87, Pages 857-861 of the Bolton Land Records. Said land and premises may be further described as a parcel of land in the Town of Bolton, Vermont containing 123.24 acres, more or less, located off the east side of Bolton Notch Road, together with easements and rights of way appurtenant thereto (hereinafter the "Property").

The Property is a portion of, and the access easement is located within, the limits of the land and premises conveyed to Miriam Thomas by the following instruments recorded in the Bolton Land Records: (1) Quitclaim Deed of Bryce Thomas dated December 31, 1988 and recorded in Book 39 Page 193; (2) Quitclaim Deed of Bryce Thomas dated December 31, 1988 and recorded in Book 39 Page 195; and (3) Warranty Deed of Bryce Thomas dated April 20, 1993 and recorded in Book 46 Pages 233-237.

The parcel is all of Lot 1 as shown and depicted on a survey entitled "Plat of Survey Showing Two Lot Subdivision of Lands of Miriam Thomas, Prepared for The Green Mountain Club, Inc., Notch Road, Bolton, Vermont," prepared by Button Professional Land Surveyors, PC, dated January – February 2014, revised through June 4, 2014, certified June 18, 2014, and recorded at Slide # 42-A of the Town of Bolton Land Records (hereinafter referred to as the "Survey" and the "Property") and is more particularly described as follows:

Beginning at an Iron Pipe Found, 1.25" diameter, 2.5' above grade, said iron pipe being located in the westerly line of the herein described premises, and also being a point in the easterly boundary of lands owned now or formerly by Penny; said Iron Pipe also being the northeast corner of lands owned now or formerly by Miriam Thomas;

Thence proceeding N32°10'42"E, 257.32 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Penny to a Rebar Found, 1/2", 0.4' above grade, crowned with a cap inscribed with "L.S. 43"; said rebar being the northeasterly corner of said Penny and also being the southeasterly corner of lands owned now or formerly by Montgomery and Fogg;

Thence proceeding N27°31'12"E, 775.01 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Montgomery and Fogg to a Rebar Found, 1/2", 0.4' above grade, crowned with a cap inscribed with "L.S. 43"; said rebar being the northeasterly corner of lands of said Montgomery and Fogg and also being the southeasterly corner of lands owned now or formerly by the State of Vermont (being the Mt.

Mansfield State Forest, so called);

Thence proceeding N30°20'38"E, 10.08 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of the said Mt. Mansfield State Forest to an Iron Pipe Found, 1.5" diameter, 2.7' above grade;

Thence proceeding N33°03'28"E, 1269.36 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Mt. Mansfield State Forest to an Iron Pipe Found, 1" diameter, 0.8' above grade; said Iron Pipe being the northerly most point of the herein described premises;

Thence proceeding S13°46'41"E, 312.89 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Mt. Mansfield State Forest to a Rebar Found, 5/8", 2.5' above grade, crowned with a cap inscribed "VT Agency of Natural Resources, L.S.#508"; said rebar being the southeasterly corner of lands of said Mt. Mansfield State Forest; said rebar being a point in the westerly boundary of lands owned now or formerly by Bolton Woods, LLC;

Thence proceeding S13°58'33"E, 2353.55 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to an Iron Pipe Found, 1" diameter, 1' above grade; said Iron Pipe being a point in the easterly boundary of the herein described premises, also being a point in the westerly boundary of lands of said Bolton Woods, LLC;

Thence proceeding S25°00'51"W, 546.60 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to a Rebar Found, 5/8", 1' above grade, crowned with a cap inscribed with "L.S. #608"; said rebar being a point in the easterly boundary of the herein described premises, also being a point in the westerly boundary of lands of said Bolton Woods, LLC;

Thence proceeding S22°17'42"E, 347.05 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to an Iron Pipe Found, 1" diameter, 2' above grade; said Iron Pipe being a point in the easterly boundary of the herein described premises, also being a point in westerly boundary of lands of said Bolton Woods, LLC;

Thence proceeding S20°13'06"E, 389.09 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC to a Stone Pile Found; said stone pile being located in the northerly boundary of lands of said Bolton Woods, LLC and also being the easterly most corner of the herein described premises;

Thence proceeding N61°25'18"W, 1505.82 feet, more or less, in and along the southerly boundary of the herein described premises, also being in and along the northerly boundary of lands of said Bolton Woods, LLC, to a Rebar Found, 5/8", 1' above grade; said Rebar being a northwesterly corner of lands of said Bolton Woods, LLC;

Thence proceeding S30°14'00"W, 1439.23 feet, more or less, in and along the easterly boundary of the herein described premises, also being in and along the westerly boundary of lands of said Bolton Woods, LLC, to a Spike Found, flush with grade; said Spike being a point in the westerly boundary of

said Bolton Woods, LLC and also being the southerly most corner of the herein described premises; said Spike being the northeasterly corner of lands owned now or formerly by the State of Vermont (being the Mt. Mansfield State Forest, so called);

Thence proceeding N60°49'04"W, 935.19 feet, more or less, in and along the southerly boundary of the herein described premises, also being in and along the northerly boundary of lands of said Mt. Mansfield State Forest to an Iron Pipe Found, 3/4" diameter, 0.8' above grade; said Rebar being the southwesterly corner of the herein described premises; said Rebar being a point in the northerly boundary of lands of said Mt. Mansfield State Forest;

Thence proceeding N29°06'46"E, 407.40 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Mt. Mansfield State Forest to an Iron Pipe Found, 1" diameter, 1.8' above grade; said Iron Pipe being a northwesterly corner of lands of said Mt. Mansfield State Forest and also being a point in the westerly boundary of the herein described premises; said Iron Pipe being the southeasterly corner of lands of said Miriam Thomas;

Thence proceeding N27°52'15"E, 1700.06 feet, more or less, in and along the westerly boundary of the herein described premises, also being in and along the easterly boundary of lands of said Thomas to the point or place of beginning.

Also conveyed hereby is a right of way and easement in common with Grantor for forestry and trail maintenance purposes over and along a thirty foot (30') wide strip of land identified on the Survey as "Proposed 30' logging access easement to benefit Lot 1 over Lot 2..." the centerline of which is the centerline of the existing logging road approximately as shown on the Survey (the "Easement").

Also conveyed hereby, without warranty, is all right, title, and interest of Miriam Thomas in and to a certain right of way or certain rights of way described in the following instruments recorded in the Bolton Land Records: (1) Warranty Deed of Walter A. Griffith to Plant & Griffith Lumber Co. dated April 30, 1962 and recorded in Book 20 Page 131; and (2) Right of Way Contract between Ernest Gokey and Walter A. Griffith dated June 24, 1948 and recorded in Book 19 Page 543.

A small portion of the Property located along the western boundary may be, and a portion of the Easement is, located within Lot No. 9 of the original division of the Town of Bolton as described in the First Book of Records Survey of Bolton, Page 55, the same being a 'school lot,' as leased to Jesse Jewell by the Town of Bolton Selectboard by instrument dated December 1813, acknowledged January 17, 1814, and recorded in Book 3 Pages 9-10 and 12-13. As to any portion located within said Lot No. 9, this conveyance is without warranty.

Notice of permit requirements. In order to comply with applicable state Rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable Rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.

The land and premises conveyed hereby include the benefit of and are subject to terms and conditions

contained in the Bolton Development Review Board Final Subdivision Approval Application #2014-01-SD dated May 27, 2014 and recorded in Book 87 Pages 758-768.

The Grantor also reserves for itself and its successors and assigns a 50-foot wide pedestrian right-of-way along the route of the Long Trail System in its future location, and a 50-foot wide pedestrian right-of-way along the routes of any future side trails, the right to construct new trails connecting with the Long Trail System, and the right to relocate the Long Trail System and other hiking trails through the Property, all as more particularly set forth in the Declaration of Covenants, Restrictions, Conditions and Right-of-Way dated August __, 2014 and about to be recorded in the Bolton Land Records.

The land and premises conveyed hereby are subject to and benefited by the Declaration of Covenants, Restrictions, Conditions and Right of Way retained by The Green Mountain Club, Inc. dated August __, 2012 and about to be recorded in the Bolton Land Records; the terms and conditions of municipal permits and approvals appearing of record; to public highway and public utility rights, and to such rights, restrictions, covenants, rights of way and easements referenced in the above-mentioned deeds and their records, or otherwise of record in the Bolton Land Records, and which are valid and enforceable at law on the date hereof – not meaning by such language to renew, reinstate or extend the validity of any encumbrance otherwise barred by Vermont law.

A purpose of this Grantee's acquisition of the premises is to effect the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103c) on the herein described land, which purposes include protecting environmentally important forest areas that are threatened by conversion to non-forest uses and for promoting forest land protection and other conservation opportunities; and to contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's wildlife habitats, forestry, and other natural resources through planning, regulation, land acquisition, and tax incentive programs.

Reference is hereby made to said deeds, license to sell, survey plat, and their records, to all references therein and to the Bolton Land Records in aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FORESTS, PARKS AND RECREATION**, and its successors and assigns, to their own use and behoof forever; and **THE GREEN MOUNTAIN CLUB, INC.**, the said Grantor, for its successors and assigns, does covenant with the said Grantee and its successors and assigns, that until the ensembling of these presents it is the sole owner of the premises and it has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, The Green Mountain Club, Inc. hereunto sets its corporate hand this _____ day of August, 2014.

THE GREEN MOUNTAIN CLUB, INC.

Michael Debonis, Executive Director

STATE OF VERMONT
COUNTY OF WASHINGTON

On this _____ day of August, 2014, before me personally appeared Michael Debonis, to me personally known, who, being by me duly sworn did say that he is the Executive Director of The Green Mountain Club, Inc., the corporation named in the foregoing instrument; and acknowledged said instrument to be his free act and deed, and the free act and deed of said corporation.

Notary Public
My Commission Expires:
Name:

