

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 *KW*
Date: May 6, 2013
RE: Governor's Approval for Accepting a Property, 1,144 acres in the Town of Bolton

This acquisition comes via a donation from Catamount/Bolton, LLC. Included with the Governor's approval memo are maps of the property and surrounding area, draft Grant of Development Rights, Conservation Agreement and Public Access Easement, draft Interim Stewardship Plan including a map of the existing trail and glades on the property and minutes from the Town of Bolton Selectboard meeting held on April 30, 2012 showing support for the acquisition.

If you have any questions regarding this acquisition, please contact me at 828-1526 or at kate.willard@state.vt.us , thank you.

State of Vermont
Department of Forests, Parks and Recreation
103 South Main Street, 10 South
Waterbury, VT 05671-0601
www.vtfpr.org

Agency of Natural Resources

[tdd] 800-253-0191

MEMORANDUM

TO: Peter Shumlin, Governor

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

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

DATE: May 6, 2013

SUBJECT: Acquisition Approval – 1,144+/- acres from Catamount/Bolton Land LLC, Town of Bolton

Your approval is requested pursuant to Title 10, Chapter 83, Section 2606(a), VSA, for the acceptance of the fee acquisition referenced above. This acquisition was reviewed and recommended for acquisition by the Agency of Natural Resources Land Acquisition Review Committee on 3/8/2012 and approved by Secretary Markowitz on July 27, 2012.

Description

The 1,144-acre Bolton Valley Nordic and Backcountry (BVNB) property is a community, recreational, and natural resource that is beloved to Vermonters and visitors. It provides critical wildlife habitat and connectivity in a high-priority area identified by numerous conservation organizations and state agencies. The importance of this land may best be measured by the community response when it became at-risk. When the public learned in early 2011 that the BVNB property was to be sold to a private individual and access would be lost, the Friends of Bolton Valley Nordic & Backcountry formed almost overnight and its ranks grew to over 170 community members over the ensuing weeks. Over eighty individuals attended the group's first meeting and expressed the importance of the land to their families, their communities, and the State. The property sits in one of the most important blocks of wildlife habitat in Vermont and contains important natural communities and wildlife habitat features including a portion of a larger montane spruce-fir forest and significant hard-mast stands on the property that provide important food sources for wildlife such as the black bear.

The property offers Vermonters and visitors a unique recreational resource in Vermont—a true backcountry experience within a forty-minute drive from Burlington and Montpelier. It is one of the three largest Nordic centers in Vermont and has the highest base elevation, making it a consistent provider of quality snow from early to late winter. The trails have been maintained by volunteers for

Catamount Bolton
Governor's Approval

decades with leadership from the "Old Goats," a dedicated group of retirees who began the volunteer commitment to the property in the 1970s and have been instrumental in bringing this project together. Two existing, historic cabins on the property are expected to be maintained by the Green Mountain Club for overnight use by the public with trail connections to the Long Trail.

Ownership and Management

This parcel will be owned by the State of Vermont and managed by the Department of Forests, Parks and Recreation as part of Mount Mansfield State Forest. The property will be subject to a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by Vermont Land Trust and VHCB that allows for forest management and assures public access. A license will be issued to the current operators of the Bolton Nordic Center, Mountain Operations, to continue operation of the Nordic trails. This acquisition will provide in-kind match required for a \$2.3 million Federal Forest Legacy grant awarded in FY11 to conserve forestland in the northern green mountains.

Budget and Funding


The total cost of the Bolton Nordic and Backcountry Conservation effort is \$1,850,000; \$1,680,000 for acquisition, \$470,000 below the appraised value of \$2,150,000, and \$170,000 is associated closing costs including a stewardship endowment for easement monitoring. Funding for this acquisition comes from a Vermont Housing and Conservation Board grant in the amount of \$800,000 for fee acquisition; up to \$50,000 from an FY11 Forest Legacy Program grant for associated closing costs; and \$1,050,000 raised privately by Vermont Land Trust. In addition, an estimated \$50,000, from private donations, is expected for a stewardship endowment to assist the Department of Forests, Parks and Recreation's future management of the property.

APPROVAL FOR LAND ACQUISITION

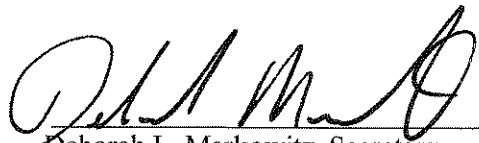
We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation, of a 1,144 +/- acre parcel, located in the Town of Bolton, from Catamount/Bolton Land, LLC. The parcel will be managed as part of Mount Mansfield State Forest.

This approval is pursuant to Title 10, Chapter 83, ss 2606 (a) VSA for acceptance of the land acquisition referenced above.

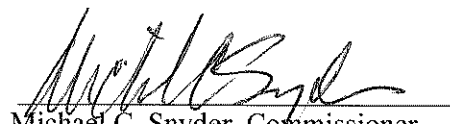
5/29/13
Date

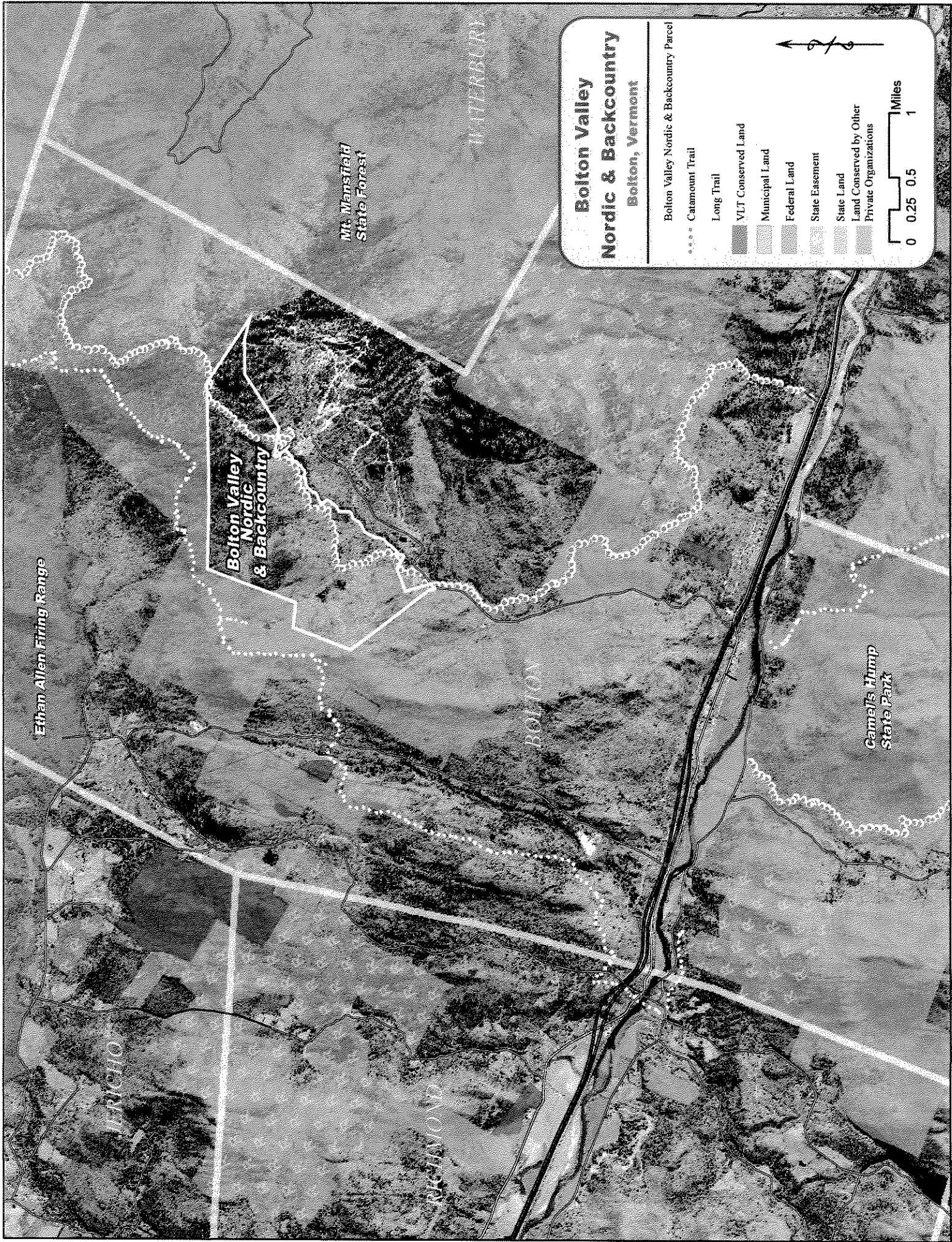

Peter Shumlin, Governor
State of Vermont

5-7-13
Date


Deborah L. Markowitz, Secretary
Agency of Natural Resources

5/7/13
Date


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



**Bolton Valley
Nordic & Backcountry**
Bolton, Vermont

Bolton Valley Nordic & Backcountry Parcel

..... Catamount Trail

Long Trail

VLT Conserved Land

Municipal Land

Federal Land

State Easement

State Land

Land Conserved by Other
Private Organizations

0 0.25 0.5 1 Miles



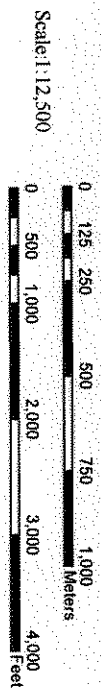
Orthophoto Map

Vermont
Land
Trust

Property: Bolton Valley Nordic
Location: Bolton, Vermont
8 Bailey Avenue Montpelier, VT 05602



Protected Property
Surface Water Protection
Special Treatment Area
Right of Way



**GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS
and PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that the **VERMONT LAND TRUST, INC.**, a Vermont non-profit corporation with principal offices in Montpelier, Vermont, on behalf of its successors and assigns ("Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT LAND TRUST, INC.**, a Vermont non-profit corporation with principal offices in Montpelier, Vermont, and the **VERMONT HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont existing by virtue of 10 V.S.A. §311, with an address of 58 East State Street, Montpelier, Vermont, 05602, and their respective successors and assigns (together, the "Grantee") the development rights and a perpetual conservation easement and restrictions (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Bolton, County of Chittenden, State of Vermont, said Protected Property being more particularly described in **Schedule A** attached hereto and incorporated herein.

The development rights hereby conveyed to the Grantee shall include all development rights except those specifically reserved by the Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The conservation easement and restrictions hereby conveyed to the Grantee 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 these covenants shall constitute a servitude upon the land and run with the land.

I. Purposes of the Grant; Management Plan.

1. Grantor and Grantee acknowledge that the purposes of this Grant are as follows (collectively, the "Purposes of this Grant"):

- (a) The primary purposes are as follows and are of equal priority:
 - (i) To conserve and protect the public outdoor recreational resources of the Protected Property for present and future generations, and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.
 - (ii) To conserve forest health and sustainability, wildlife habitats, unfragmented forest, biological diversity, natural communities, riparian vegetative function, aquatic habitats, wetlands, soil productivity, water quality and native flora and fauna on the Protected Property, and the ecological processes that sustain these natural resource and ecological values as these values exist on the date of this instrument and as they may evolve in the future.
 - (iii) To insure that the Protected Property will be owned in perpetuity by a qualified nonprofit, public or other entity approved by Grantee VHCB.

- (b) The secondary purposes are as follows and are of equal priority:
 - (i) To conserve and protect the scenic and cultural resources of the Protected Property for present and future generations, and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.
 - (ii) To provide opportunities for educational activities on the Protected Property.

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

- (a) contains 90 plus kilometers of cross-country and backcountry ski trails used by the public;
- (b) provides access to the Long Trail;
- (c) traversed by the Catamount Trail, a cross-country ski trail spanning the length of Vermont;
- (d) provides core habitat for species such as bobcat, moose, bear, fisher, otter, and mink; and provides connectivity between the lower-elevation forests, wildlife habitats and natural communities of the Winooski River and Lake Champlain Valleys and those of the Green Mountains;
- (e) contains 376 acres of Site Class 1 soils and 97 acres of Site Class 2 soils;
- (f) used by local schools and colleges for outdoor education and recreation;
- (g) includes 8 acres of wetlands;
- (h) contains 76 feet of frontage on the Bolton Valley Access Road, a public highway with scenic vistas;
- (i) contains 14,310 feet of frontage on the Joiner Brook;
- (j) includes 118 acres of high elevation landscape features that currently support a state-significant Montane Spruce-Fir Forest, an uncommon natural community in Vermont;
- (k) abuts Mount Mansfield State Forest; and
- (l) is in the vicinity of other conserved properties.

Grantor and Grantee recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, and development rights, to prevent the use or development of the Protected Property for any purpose or in any manner that would conflict with the Purposes of this Grant. Grantee accepts such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

In conveying the development rights, conservation easement and restrictions described herein to Grantee, it is the intent of Grantor and Grantee that the interests conveyed herein may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990.

3. Grantor shall develop a comprehensive management plan for the Protected Property (the "Management Plan"). In the event that Grantor is the State of Vermont, or an instrumentality thereof, such Grantor shall address the management of the Protected Property as a component of the existing Long Range Management Plan for the Mt. Mansfield State Forest (such component referred to herein as the "Management Plan"). The Management Plan shall:

- (a) Provide for the use and management of the Protected Property in a manner which is consistent with the Purposes of this Grant;
- (b) Be designed to provide public access to recreational values and opportunities associated with the Protected Property;
- (c) Be consistent with the purpose of conserving wildlife habitat, scenic, cultural and educational values of the Protected Property;
- (d) Identify state significant natural features and describe a management regime designed to maintain the ecological processes that sustain them;
- (e) Include historic and cultural resource considerations, in particular, the management of the historic Bolton Lodge and Bryant Camp located on the Protected Property; and
- (f) Include a forest management plan component as provided in Section 1(4) below; and
- (g) Otherwise be consistent with the terms and conditions of this Grant.

Prior to the final adoption of the Management Plan, and any amendments thereto, Grantor shall: (a) secure appropriate public input from the Town of Bolton and from the general public; and (b) provide Grantee with a copy of the Management Plan (as well as, any subsequent revisions, amendments or updates) in a timely manner.

4. Grantor shall not harvest timber or other forest products (except for maple sugar production and the cutting of firewood for use on the Protected Property) without first developing and submitting to Grantee the forest management plan component of the Management Plan, as may be revised or amended from time to time. The forest management plan component shall be consistent with the Purposes of this Grant and shall include at least the following elements and notices:

- (a) Grantor's forest management goals;
- (b) An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
- (c) Forest stand descriptions (including, but not limited to forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment including harvest schedules);
- (d) Plant and wildlife considerations (identification of known significant habitats and management recommendations);

- (e) Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places, as well as impact on the operation, maintenance and management of the extensive network of cross-country and backcountry ski trails located on the Protected Property); and
- (f) Surface Water Protection Zone management practices which may include but are not limited to stream shading, accumulation of coarse woody debris, harvest timing, water crossings and erosion controls.

II. Restricted Uses of Protected Property.

Except as otherwise permitted in this Grant, the restrictions hereby imposed upon the Protected Property and the acts, which Grantor shall do or refrain from doing, are as follows:

1. No residential, commercial, industrial or mining activities shall be permitted on the Protected Property and no building or structure associated with such activities shall be constructed, created, erected or moved onto the Protected Property. The term structure as used in the preceding sentence shall include, but not be limited to, any telecommunications, broadcasting or transmission facility. No other building or structure shall be constructed, created, erected or moved onto the Protected Property, except as permitted by the Management Plan and by this Grant.

2. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or use restrictions shall be constructed, developed, granted or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantee, which permission shall not be unreasonably withheld or conditioned if the proposed right-of-way, easement of ingress or egress, driveway, road, utility line, other easement or use restriction is consistent with the Purposes of the this Grant.

3. There shall be no signs, billboards or outdoor advertising of any kind erected or displayed; provided, however, that the Grantor may erect and maintain reasonable signs indicating the name of the Protected Property, boundary markers, directional signs, recreational trail signs and kiosks, signs informing the public about reasonable use or restricting access on the Protected Property, memorial plaques, historical markers and interpretive/educational markers. With prior written permission of Grantor, Grantee may erect and maintain signs designating the Protected Property as land under easement protection by Grantee.

4. 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 Grant and permitted by the Management Plan. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted; including, without limitation, the storage of trash and human waste in appropriate containers and facilities at all cabin and building sites.

5. There shall be no disturbance of the surface, including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant and provided for in the Management Plan. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

6. There shall be no manipulation or alteration of natural watercourses, lakeshores, wetlands, water levels and/or flow or other water-bodies except as reasonably necessary to carry out the permitted uses under this Grant, including but not limited to, installation and maintenance of beaver baffles or water crossing structures such as culverts and bridges or as may be provided for in the Management Plan.

7. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved herein, such as wildlife and wildlife habitat management, forest management, recreation management (including without limitation, trail grooming and/or maintenance), and, for emergency purposes. Snowmobiling may be permitted along a designated travel corridor if provided for in the Management Plan. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. Notwithstanding the foregoing, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disability on the Protected Property in order to comply with the federal Americans with Disabilities Act to provide "reasonable accommodation". As used herein, "motorized vehicles" includes but is not limited to motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.

8. Grantor shall not give, grant, sell, convey, subdivide, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantee which approval may be granted, denied or conditioned – including the condition that the Protected Property be sold for only nominal consideration - in the Grantee's sole discretion. Notwithstanding the foregoing, Grantor may convey the Protected Property to the State of Vermont, or any instrumentality thereof, without Grantee's prior approval.

9. No use shall be made of the Protected Property and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or is likely to become inconsistent with the Purposes of this Grant. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The Protected Property shall be used for public outdoor recreation, scenic, cultural, forest management and educational purposes in perpetuity. Specifically, the right to use the Protected Property for all types of non-commercial, non-motorized, dispersed outdoor recreational purposes and public recreation, consistent with the Purposes of this Grant and the Management Plan. Use of the Protected Property for snowmobiling and for non-motorized, mechanized recreation in designated corridors may be permitted in the discretion of Grantor if such uses are addressed in the Management Plan and are consistent with the Purposes of this Grant and are consistent with Section IV and V below.

2. The right to conduct community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures and facilities for such events.

3. The right to conduct all activities allowed by the Management Plan, provided such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the terms and conditions of this Grant. Such activities may include, but are not necessarily limited to, the management of vegetation, wildlife and recreation. This Section III(3) shall not be construed to authorize the construction of new structures not otherwise permitted by this Grant.

4. The right to conduct maple sugaring operations. Further, the right to harvest timber and other forest products, including the right to contract with a private entity for the sale of such timber or other forest products and to conduct such timber harvest activities, together with the right to construct and maintain roads, log landings and temporary forest management structures necessary for such activities, installing all erosion control devices and employing all applicable recommended practices described in the regulations entitled "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," promulgated by the Vermont Department of Forests, Parks and Recreation, dated August 15, 1987 (or such amended regulations) (the "AMPs"). Such forest management activities shall be in accordance with the Management Plan.

5. The right to construct, maintain, repair and use parking areas needed for reasonable use and public access to the Protected Property, including associated access drives and utilities, together with the right to construct improvements normally associated with a parking lot. Grantor shall first obtain the prior written approval of Grantee for the location of such parking area(s) on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that such location and use shall be consistent with the Management Plan and the Purposes of this Grant.

6. The right to construct, maintain, repair and replace permanent or temporary structures, roads and utilities reasonably necessary to support the uses permitted by this Grant; provided, however, that any such structures and improvements shall be consistent with the Management Plan and the Purposes of this Grant.

7. The right to maintain, repair, improve, relocate and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, culverts, bridges and water crossing structures, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, and are otherwise consistent with the Management Plan.

8. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are collected only for community and public entertainment events on the Protected Property (including concerts, fairs and celebrations), or such fees as are reasonably necessary to support Grantor's management of the Protected Property. Fees shall not be based on place of residency. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. All fees charged for admission to or use of

the Protected Property shall be for uses that are consistent with the Purposes of this Grant, especially that of public access, and shall be provided for in the Management Plan.

9. The right to issue special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational, community entertainment, educational, agricultural, forestry, or research purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, (ii) is for uses consistent with the Purposes of this Grant, and (iii) authorizes only uses of or actions on the Protected Property consistent with this Grant.

10. The right to use, maintain, repair and replace the two (2) existing camps and to construct associated structures including but not limited to waste disposal systems, depicted as "Bolton Lodge" and "Bryant Cabin" on the Bolton Valley Nordic and Backcountry Conservation Plan described in Schedule A attached hereto and incorporated herein (the "Bolton Valley Nordic and Backcountry Conservation Plan") provided, however, that the camps shall be used exclusively for periodic camping, hunting and recreational purposes, and not for permanent occupancy. Grantor shall notify Grantee in writing prior to relocating either camp or enlarging either camp so that Grantee may review and approve the proposed location and dimensions of such camp, which approval shall not be unreasonably withheld or conditioned, provided that such camp is located in a manner consistent with the Purposes of this Grant.

11. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Grant.

IV. Surface Water Protection Zone.

Those areas on the Protected Property, in forest cover or in other natural vegetation, lying within fifty feet (50') of the high water mark of perennial streams, ponds, and wetlands as those waters may move from time to time, and including the area within said wetlands themselves shall be designated as Surface Water Protection Zones ("SWPZ"). The location of each SWPZ as it now exists is generally represented as "SWPZ" on the Bolton Valley Nordic and Backcountry Conservation Plan.

Within the SWPZ, the goals, prescriptions and restrictions of this Section IV are in addition to the provisions of Sections II and III of this Grant, and where inconsistent, the provisions of this Section IV shall supersede the provisions of Sections II and III of this Grant.

1. The principal goal of this Grant within the SWPZ is the protection of surface waters and wetlands, in part through the establishment and maintenance of naturally functioning vegetation. The SWPZ provides an array of ecological benefits including but not limited to:

- (a) protecting aquatic and wetland plants and animals from disturbance;
- (b) preventing wetland and water-quality degradation;
- (c) providing important terrestrial and aquatic plant and animal habitat; and

- (d) providing organic matter, nutrients, shade, and coarse woody material for the benefit of wetland, riparian, and aquatic systems.
- 2. Within the SWPZ the following management standards shall apply:
 - (a) Maintenance of roads and recreational trails shall employ all applicable management practices and erosion control devices for roads and stream crossings as set forth in the AMPs.
 - (b) All skid trails crossing the SWBZ shall employ all applicable management practices and erosion control devices for roads and stream crossings as set forth in the AMPs.
 - (c) At Grantor's request, Grantee may approve, in its sole discretion, new roads, recreational trails and recreational structures that are not in substantial conflict with the management practices necessary to maintain functioning riparian vegetation.
 - (d) Any management or use of the SWPZ shall be conducted in a manner designed to protect soil integrity and minimize erosion, shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal and the four ecological benefits detailed above.
 - (e) No agricultural activity shall be conducted within the SWPZ.
 - (f) There shall be no new structures, land disturbance or improvements, with the exception of skid trails and water crossing structures, including but not limited to culverts and bridges, and as provided for in Section IV(2)(b and c) of this Grant.

V. Special Treatment Area

The Special Treatment Area consists of high-elevation landscape features that currently support a state-significant Montane Spruce-Fir Forest, an uncommon natural community in Vermont. The STA is found in an area of approximately 118 acres, and is depicted as "Special Treatment Area" on the Bolton Valley Nordic and Backcountry Conservation Plan (the "STA").

Within the STA described herein, the goals, prescriptions and restrictions of this Section V are in addition to the provisions of Sections II and III of this Grant, and where inconsistent, the provisions of this Section V shall control.

- 1. Protection of the high-elevation landscape features and their soils, associated natural communities, and the ecological processes that sustain them, shall be Grantor's highest priority in planning and conducting any activities within the STA. Special care shall be taken to retain soil integrity and natural hydrology within the STA.
- 2. Grantor shall comply with the following limitations:
 - (a) In the STA, forest management activities shall be limited to cutting of vegetation to protect public health and safety, including but not limited to the

removal of vegetation to prevent or control the spread of insect infestation or disease and to promote ecological health of the entire STA.

- (b) Grantor may maintain the existing trails and glades as depicted on the Bolton Valley Nordic and Backcountry Conservation Plan, and Grantee may approve, in its sole discretion, new recreational trails that are not in conflict with the management practices necessary to maintain a high quality STA.
- (c) Motorized vehicles are prohibited within the STA, with the exception of vehicles used for forest management activities consistent with Section V(2)(a) above, to maintain trails consistent with Section V(2)(b) above, or to respond to emergencies.

VI. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational and educational purposes (including, but not limited to, birdwatching, cross-country and backcountry skiing, fishing, hiking, hunting, trapping, snowshoeing, walking, and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit hunting and trapping). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

VII. Enforcement of the Restrictions.

Grantee shall 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, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance by personal service or via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance that is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee 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 the Grantee to corrective action on the Protected Property, if necessary. If the court determines that the Grantor has failed to comply with this Grant, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that a Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and that the Grantee has initiated litigation without reasonable cause or in bad faith, then the Grantee 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 Protected Property and accordingly entitle Grantee 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 the Grantee at law, in equity, or through administrative proceedings.

No delay or omission by the Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair the Grantee'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, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

VIII. Miscellaneous Provisions.

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of the Grantee before commencing an activity or act, and where the Grantee 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 Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

2. While title is herein conveyed to the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by both Grantees collectively, or by any single Grantee individually, provided that court enforcement action by a single Grantee shall foreclose action on the same issue(s) by the other Grantee who shall be bound by the final determination.

3. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Bolton, as well as, the State of Vermont.

4. Grantee shall transfer the development rights, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service, if applicable, governing such transfers.

5. In the event that legal rights in the Protected Property, or any part thereof, are extinguished or condemned by eminent domain or other legal proceedings, Grantee shall be entitled to fifty percent (50%) of the proceeds. This percentage represents the relative contribution of Grantee to the fair market value of the Protected Property at the time of acquisition by Grantor. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational, scientific, forestry and natural resources of the state through non-regulatory means.

6. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this 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.

7. Grantee shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Bolton 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.

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

9. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board.

10. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

11. Grantor VLT shall hold harmless, indemnify and defend Grantee against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents. This provision does not apply to any Grantor that is the State of Vermont, or an instrumentality thereof.

12. 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.

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

TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, the VERMONT LAND TRUST, INC. and the VERMONT HOUSING AND CONSERVATION BOARD, their respective successors and assigns, to their own use and behoove forever, and the said Grantor, the VERMONT LAND TRUST, INC., for itself and its successors and assigns, does covenant with the said Grantee, their successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and it hereby engages to warrant and defend the same against all lawful claims whatever.

Grantor, VERMONT LAND TRUST, INC., has caused this Grant to be executed by its duly authorized agent on this _____ day of _____, 2013.

Grantor:
VERMONT LAND TRUST, INC.

Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF _____, SS.

At _____, Vermont, on this _____ day of _____, 2013, personally appeared Julie F. Curtin, duly authorized agent of Vermont Land Trust, Inc., and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Vermont Land Trust, Inc.

Before me, _____
Notary Public
My Commission Expires: 2/10/15

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date By: _____
Its Duly Authorized Agent

SCHEDULE A
PROTECTED PROPERTY

[INSERT DESCRIPTION]

Reference is hereby made to the above mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

DRAFT

**Vermont Agency of Natural Resources
Department of Forests, Parks & Recreation**

**Interim Stewardship Plan
Bolton Valley Nordic & Backcountry Property**

(May 2013)

In consultation with:

**Nancy Everhart – Vermont Housing and Conservation Board (Easement Co-holder)
Bob Heiser-Vermont Land Trust (Easement Co-holder)**

Interim Stewardship Plans

In general, Interim Stewardship Plans (ISPs) are designed to guide the interim stewardship of new Agency of Natural Resources (ANR) properties in the time period between the property acquisition and long-range management plan adoption. Each Interim Stewardship Plan is tailored to fit the special features and legal restrictions that may occur on new ANR acquisitions. This document is meant to codify existing stewardship practices of ANR as they pertain to protecting new properties that may be currently used, but not actively managed. They articulate how ANR will care for such lands until a comprehensive management plan process with public input has been completed. Maintaining existing roads, installing gates, and marking boundaries protect the property from inappropriate uses without prescribing the future management of the property. This document is also meant to capture the history and key features of the property from the perspective of the organization that worked to insure the long-term protection of the property. This ISP for the Bolton Valley Nordic and Backcountry Property acknowledges that the property is currently managed for outdoor recreation, and considers the continuation of certain management practices on the property.

I. Property background

The 1,144-acre Bolton Valley Nordic and Backcountry (BVNB) property is a community, recreational, and natural resource beloved to Vermonters and visitors to the state. It provides critical wildlife habitat and connectivity in an area identified as high-priority by numerous conservation organizations and state agencies. The importance of this land was evidenced by the public outcry that erupted when the owners, Catamount/Bolton Lands LLC, announced that the BVNB property was to be sold to a private individual and access would be lost. The Friends of Bolton Valley Nordic & Backcountry formed almost overnight, over 80 individuals attended the group's first meeting, and its ranks grew to over 200 community members. The sale was put on hold and Vermont Land Trust negotiated a contract to purchase the property and convey it to the Vermont Department of Forests, Parks & Recreation for addition to Mt. Mansfield State Forest. Bolton Valley Resort will obtain a license to operate the Nordic & backcountry trails with the help of the devoted volunteers who have managed the trails for over 30 years.

Because of its elevation, proximity to Vermont's population centers, and scenic beauty, the property attracts over 15,000 visitors annually who come to ski and snowshoe its 90 km of groomed and backcountry trails. The BVNB property offers Vermonters and visitors a true backcountry experience within a forty-minute drive from Burlington and Montpelier. It is one of the three largest Nordic centers in Vermont and has the highest base elevation, making it a consistent provider of quality snow from early to late winter. The property is the starting point for several classic tours to destinations including Trapp Family Lodge, Mt. Mansfield State Forest, and Underhill and Little River State Parks. The Catamount Trail crosses the property north to south, and the Long Trail parallels the property 500 feet from its boundary. The property

has been the practice area for local ski teams and clubs, including public high schools, Northwest Vermont Ski Club, and University of Vermont's top-ranked Nordic team. Many schools and groups also use the land for outing club events, outdoor education, youth programs, and fundraising events.

The BVNB land sits between 59,000 acres of public land: Camel's Hump State Park and Mt. Mansfield State Forest. Much of the land surrounding the BVNB property is privately-owned forestland, 8,000 acres of which has been previously conserved through the multi-partner Chittenden County Uplands Conservation Project (CCUCP). The CCUCP organizations rated the Bolton Valley lands the highest priority in the project area, and the forest block within which the property sits has been identified by several independent studies as one of the most important habitat blocks in Vermont and the Northeast. The BVNB parcel also contains 118 acres of a larger montane spruce-fir forest identified by the Vermont Natural Heritage Program and hard-mast stands identified by the State of Vermont that provide important food sources for wildlife such as the black bear.

The BVNB property includes the majority of the headwaters of Joiner Brook, an important tributary to the Winooski River. Flooding events in the 1990s completely washed out the Bolton Valley Access Road, stranding residents and costing over \$1.7 million in repairs. A River Corridor Plan for Joiner Brook commissioned by the Town of Bolton and funded by a Vermont Clean and Clear grant, stated that, "Roads and infrastructure that have sustained damages during past flood events provide reasonable cause for concern about the potential impacts of further development in the upper watershed."

Legal Restrictions on the Catamount Bolton Parcel:

1. Grant of Development Rights, Conservation Restrictions and Public Access Easement co-held by Vermont Housing and Conservation Board and Vermont Land Trust (Signed and recorded in the Town records in Bolton).
2. ROW held by the Green Mountain Club for ingress and egress to access the Long Trail and Buchanan shelter.
3. Trail easement held by the Green Mountain Club to access Bolton Lodge and Bryant Camp
4. Trail easement to benefit the Catamount Trail
5. Access easement to the Town of Bolton for emergencies

Potential Sensitive Features:

118 acres of montane spruce-fir forest, an uncommon natural community in Vermont; 8 acres of wetlands including an extensive beaver flowage and 14,310 feet of frontage on Joiner Brook.

II. Conservation Objective

The primary purposes for the addition of this property to Mount Mansfield State Forest will be:

1. To conserve and protect the public outdoor recreational resources and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.
2. To conserve forestry values, wildlife habitats, un-fragmented forest, biological diversity, natural communities, riparian vegetative function, aquatic habitats, wetlands, soil productivity, water quality and native flora and fauna on the Protected Property.

The secondary purposes are to conserve and protect the scenic, cultural and open space resources and to provide opportunities for educational activities on the Protected Property.

III. Long Term Management

This property will be incorporated into Mt. Mansfield State Forest. It will be included in the existing long-range management plan, which was adopted, December 1, 2, 2002. The current long-range management plan includes the following components:

- (a) General Information: pertinent maps, general description of property, overall purpose for protecting the parcel.
- (b) Existing Conditions: field inventories including vegetation types and natural community classification, soils, forest productivity classification, wildlife, recreation, cultural, archaeological and historic resources, special constraints (natural areas, Rare, Threatened and Endangered species sites, deed, easement or other legal restrictions) and emphasis zones; pertinent maps.
- (c) Conservation Objective (Desired Condition): ideally, what the land will look like or how it will be used at the end of the planning period, as determined by the goals, objectives, and public vision (including public input and F&W responses).
- (d) Implementation: a description of how the parcel will be managed, taking into consideration all existing conditions (roads, trail, inholdings), and to achieve the Conservation Objective; it includes active management strategies such as recreational or wildlife enhancements, timber harvesting, new parking, etc.

IV. Interim Management

Nordic and Backcountry Ski and Snowshoe Trails

In addition to the allowed activities listed below, the property will be used to operate a cross country skiing and snowshoeing center according to the terms and conditions set forth in a license by and between the State of Vermont by its Department of Forests, Parks and Recreation, pursuant to 10 V.S.A. § 2603(b), and Mountain Operations and

Development LLC d/b/a Bolton Valley Resort, 4302 Bolton Valley Access Road, Bolton Valley, Vermont 05477.

The license will allow the operation of the "Bolton Nordic Center" for the purpose of cross-country skiing and snowshoeing during the winter ski seasons of 2013-2018 on existing trails and glades until the Catamount Bolton parcel is incorporated in the Mt. Mansfield State Forest long range management plan. The license will allow for maintenance of trails and glades include the appropriate activities as allowed in the license. Reference to glades needs to be added to the license; maybe add the license as an addendum.

FPR has a unique opportunity to engage the help and volunteer services of the Friends of Bolton Valley Nordic and Backcountry (FOBVNB) to protect this invaluable resource in our backyard. The FOBVNB are a group of people with a long history of dedication to working, hiking and skiing on this parcel and collectively have invaluable knowledge about the location, condition and importance of trails and history of public use of the property. FOBVNB is working on gaining 501c(3) status with the intent of maintaining public access and continuing their active stewardship of the property. The group is expected to be an important component of the long-range management planning process, and in the content and approval of the licensee's annual work plan for the property.

Management Activities

Until the amendment is made to the existing long-range management plan, there are certain activities that **FPR will carry out** during an interim period between acquisition and adoption of the long-range management plan. These property stewardship activities include maintenance on existing roads, erosion control, and installing gates (see complete list below), and are all designed to protect the new property until the amendment is made to the current long-range management plan.

Lists of **activities that will not occur** during the interim period are also included below. Activities are restricted on lands without long-term management plans for both internal ANR policy reasons and legal conservation restrictions.

Appropriate activities allowed during interim period:

- Revegetating pre-existing log landings and other disturbed areas including tree planting
- Carrying out erosion control and drainage work on pre-existing roads and trails
- Erecting and maintaining appropriate signage
- Installing and maintaining necessary gates
- Appropriately responding to trespass and encroachment situations
- Surveying, boundary maintenance and marking
- Maintaining necessary pre-existing roads and trails and using them for stewardship access
- Conducting FOREX inventory and other information gathering tasks necessary to prepare the long range management plan

- Use by the public for dispersed pedestrian recreational purposes (e.g. cross-country skiing, snowshoeing, bird watching, fishing, hunting, trapping, walking)
- Control of invasive species

Activities that will NOT occur during the interim period:

- Ground disturbing activities
- Vegetative management including timber harvesting
- Construction of new roads and recreation trails (with the exception of the Catamount Trail re-location and GMC trails with agreement of location by GMC/CTA, State of Vermont and easement holders)
- Establishment of new land uses
- Recreational development (new trails, parking lots or other infrastructure)
- Erection of new structures (tent platforms, permanent restroom facilities, kiosks, etc. excluding renovations to Bolton Lodge and Bryant camp)
- Granting of new rights-of-way for driveways, utility lines, etc.
- Recreational use of All Terrain Vehicles (ATV's)
- Collection of admission fees for non-commercial, public use of the property

Future Activities

One of the important attributes of this property is the presence of two, historically significant structures, Bolton Lodge and Bryant Camp. Bolton Lodge was built in the style of an English cottage by the Green Mountain Club when the Long Trail extended across the property and is on the State's Registry of historic structures. Bryant camp was previously rented by Mountain Operations and Development until the 2012-2013 winter season. Green Mountain Club intends to enter into a memorandum of agreement with FPR to renovate and manage both structures for overnight use. Current plans are to allow public use of Bolton Lodge in the same way that lodges on the Long Trail are used; that is on a first come, first served basis and free of charge. Plans for Bryant Camp by comparison will likely be by reservation and will include an overnight fee. The Division for Historic Preservation will be actively engaged in any renovations to be sure they are completed to historic standards. As part of that agreement, trails will be designated, either existing or new, to access the structures from the Long Trail and from the Bolton Access Road.

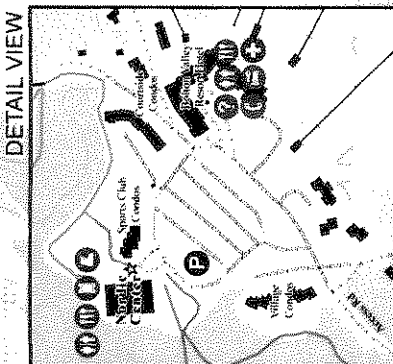
Catamount Bolton Parcel
Interim Stewardship Plan

Completed by: _____

Date: _____

Bolton Valley
Nordic Center

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 Data: GPS data collected by E. Hiltz & A. Maly



MINUTES FROM THE APRIL 30, 2012 SELECT BOARD MEETING

Board members present were Gene Armstrong, Dan Champney, Ron Lafreniere, David Parot and Rod Wheelock. Also present were Gus Selig (Vermont Housing and Conservation Board), Michael Snyder (Commissioner of the Agency of Natural Resources, Gil Livingston (Vermont Land Trust), residents, Deborah Shelby, Joss Besse, Matthew Johnson and Tony Barbagallo and Town Clerk Deborah La Rivière. The meeting was called to order at 5:45pm.

Gene motioned: "To accept the minutes from the April 16, 2012 meeting." Rod seconded. There was no further discussion. All were in favor and the motion passed.

Deb informed the Board that the Inn at Essex was requesting a caterer's license for after wedding parties on multiple dates.

Gil Livingston, Michael Snyder and Gus Selig met with the Board to continue the discussion of the sale of the Bolton Valley Nordic land.

Livingston sent a letter to the Board earlier in the week outlining what they thought might be included in the licenses agreement. As stated previously, motorized wheeled vehicles are not permitted on any state owned land so the option of including uses that utilize wheeled vehicles on this piece would probably not even be included. However, it is fairly certain the easement will include the fire department's training activities. Livingston indicated that an advisory board might be put together to help work out the details of the easement and could include a member of the Select Board or a resident liaison. The state is hoping to amend the Mount Mansfield State Forest to include this piece along with two other new pieces, the Smith lot and the ridgeline piece. The Agency of Natural resources will be the principal draftspeople. While they will try to include all outdoor activities, there is always a chance that something won't be considered suitable.

The Board wants to be sure that the land is being protected, that it remains open to the public and that the easement includes all recreational uses. The letter of April 20, 2012 hits on all the big points but not the smaller details. The inclusion of mountain biking seems counter productive since mountain bikes sometimes do more damage than 4-wheelers. The Board also inquired about the transferability of the license, the reconstruction of the emergency road, (AKA Broadway), whether parking would be permitted on town roads, usage of the land by VAST and if there are any zoning violations with the current owners.

Michael Snyder agreed that ANR would like to see the parcel included in the Mount Mansfield State Forest but that historically, diverse recreational uses is not consistent with forest management and some places on the land may be more restricted than others. They would like to see multiply uses but healthy forest land and clean water come first. The license will be personal to the current downhill operators and will stay with the land. The license can be terminated if the operators fail on any part of their side of the

agreement. While ANR has no idea what the current owners of Bolton Valley have as an obligation for 'Broadway', it should be stable and suitable for the intended use.

David motioned: "To lend support to the transfer of the Bolton Valley Nordic land to the Vermont Land Trust with the inclusion of the planning caveats included in the April 20, 2012 letter from Gil Livingston." Rod seconded. There was no further discussion. All were in favor and the motion passed.

All other guests except Michael Snyder left the meeting at this time. The Board discussed the sale of the Lafreniere Homestead with Snyder. The new proposal will include the house, barn and a minimum of 27 acres. Ownership of the remaining acreage will stay with the state, possibly as leased land. This will keep the house and barns together. The Board would like to see more open land on the river side with allowances for public access. The current lessee has put a considerable amount of money into improving land owned by the state, but since Snyder was not with ANR at the time this all happened, he is unable to address why permission for all that was given. ANR is hoping for a sale soon and is working on a lease agreement, historic preservation, interest of the Vermont Housing and Conservation Board and marketability of the property. This seems to be the closest to the wishes of the town.

No other business needed to be brought before this Board at this time. Gene motioned to end the meeting, seconded by Dan. The meeting closed at 7:20.

Attest:

Deborah La Rivière
Town Clerk

Minutes are unofficial until approved. These minutes were read and approved by the Bolton Select Board on May 07, 2012. _____ For the Board.