

## MEMORANDUM

**To:** Sarah London 

**From:** Kate Willard 

**Date:** January 7, 2016

**RE:** Governor's Approval for Acquisition of 1,346+/- acres in the Towns of Mendon and Shrewsbury – Jim Jeffords State Forest

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This acquisition will result in the creation of a new state forest to honor Jim Jeffords. The purchase will be accomplished with funding from numerous sources including grants from the Vermont Housing and Conservation Board and the Land and Water Conservation Fund; a mitigation payment to conserve bear travel corridors; substantial donations from the sellers; private funds from Green Mountain Power, VELCO, the Fieldstone Foundation, the S&C Harvest foundation and various private individual donations.

Included with the Governor's approval memo are maps of the property and surrounding area, draft Grant of Development Rights, Conservation Restrictions and Public Access Easement, letters of support from the Towns of Mendon and Shrewsbury and photos of the property. A closing is planned on or before February 15, 2016 for this acquisition.

If you have any questions regarding this acquisition, please contact me at 802-272-3365 or at [kate.willard@vermont.gov](mailto:kate.willard@vermont.gov) thank you.

## MEMORANDUM

**TO:** Peter Shumlin, Governor

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

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

**DATE:** January 7, 2016

**SUBJECT:** Acquisition Approval – 1, 346+/- acres to Create Jim Jeffords State Forest in the Towns of Mendon and Shrewsbury

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 December 4, 2014 and approved by Secretary Markowitz on December 22, 2014.

### Description

The Department of Forests, Parks and Recreation is partnering with the Trust for Public Land (TPL) to acquire 1,346 acres with significant public access, landscape connectivity, river frontage, riparian areas and resultant flood mitigation. The property is a combination of four parcels owned by three separate landowners. TPL will purchase all the parcels and convey them to the State of Vermont as one property which will become the Jim Jeffords State Forest. Located in Senator Jeffords home town of Shrewsbury, creating this new state forest in his honor has been enthusiastically supported by the Town of Shrewsbury and by the Jeffords family.

The Jim Jeffords State Forest as a whole is a high priority for the Department because of its landscape connectivity, wildlife habitat, recreation values and aquatic values. The property is within the viewshed of the Appalachian Trail and the Long Trail, and is a popular destination for hiking, skiing, snowmobiling, and other recreational uses. It has been popular with hunters, who have seen access to land decreasing— all private parcels surrounding the property are posted. VAST and the Shrewsbury Sno-Birds maintain 7 miles of groomed snowmobile trails on the property that are part of a large loop between Coolidge State Forest, Aitken State Forest and Rutland City Forest.

The focus to conserve riparian corridors to enhance flood resiliency by ANR will be aided by the protection

of an intact floodplain, 190 acres of riparian areas, 18 acres of wetlands, and 6 miles of streams and rivers on the Property, including 2 miles of the North Branch of the Cold River, a popular wild trout stream. This acquisition is part of a larger conservation effort to conserve a landscape-scale bear travel corridor through between the two units of the Green Mountain National Forest. In addition to protecting habitat and connectivity for black bears, the property also provides habitat for bobcat, moose, fisher, deer, and at least 8 bird Species of Greatest Conservation Need. This acquisition will complement and help protect the significant investments VHCB has put into the fee acquisitions of 2,667 acres of Coolidge State Forest in Shrewsbury and the 16-acre Warner Swimming Hole, adjacent to the southwest corner of the property on the Cold River. The property is also adjacent to Brown Bridge, designated as a National Historic Landmark in 2014.

### 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 Coolidge State Forest. The property will be subject to a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by Vermont Housing and Conservation Board (VHCB) that allows for forest management and assures public access. This acquisition will provide in-kind match required for a \$2.5 million Federal Forest Legacy grant awarded in FY15 to purchase 2,085 acres of forestland with important recreational values to add to Camel's Hump State Park.

### Budget and Funding

The total appraised value of this property is \$1,737,000. The funds for acquisition come from a \$517,200 VHCB grant; \$469,000 of bear corridor mitigation funds required by Joint House Resolution No. 45 of the 1989 legislative session in response to a land swap between the Department and Okemo Limited Liability Company for an expansion at Okemo Mountain Ski area; \$50,000 of Federal funds from the Land and Water Conservation Fund and \$1,300 from private sources. A total of \$699,500 of land value has been generously donated by the landowners.

Associated acquisition costs are being covered by private funds raised by The Trust for Public Land, including \$20,000 from Green Mountain Power, \$20,000 from VELCO, \$15,000 from the Fieldstone Foundation, \$5,000 from S&C Harvest Foundation, and \$43,000 in private donations.

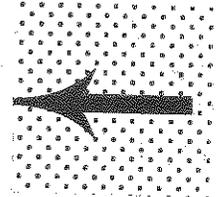
APPROVAL FOR LAND ACQUISITION

We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation, of a 1,346 +/- acre property, located in the Towns of Mendon and Shrewsbury, from the Trust for Public Land. The property will become the new Jim Jeffords State Forest.

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

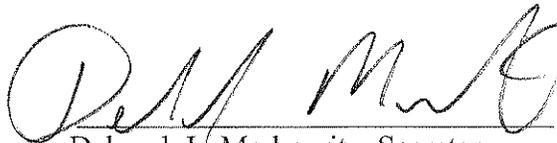
1/15/16  
Date

  
Peter Shumlin, Governor  
State of Vermont

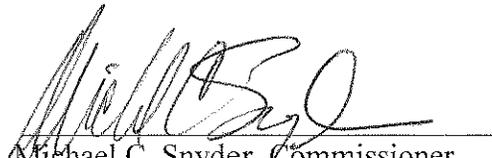


**SIGN  
HERE**

1-13-15  
Date

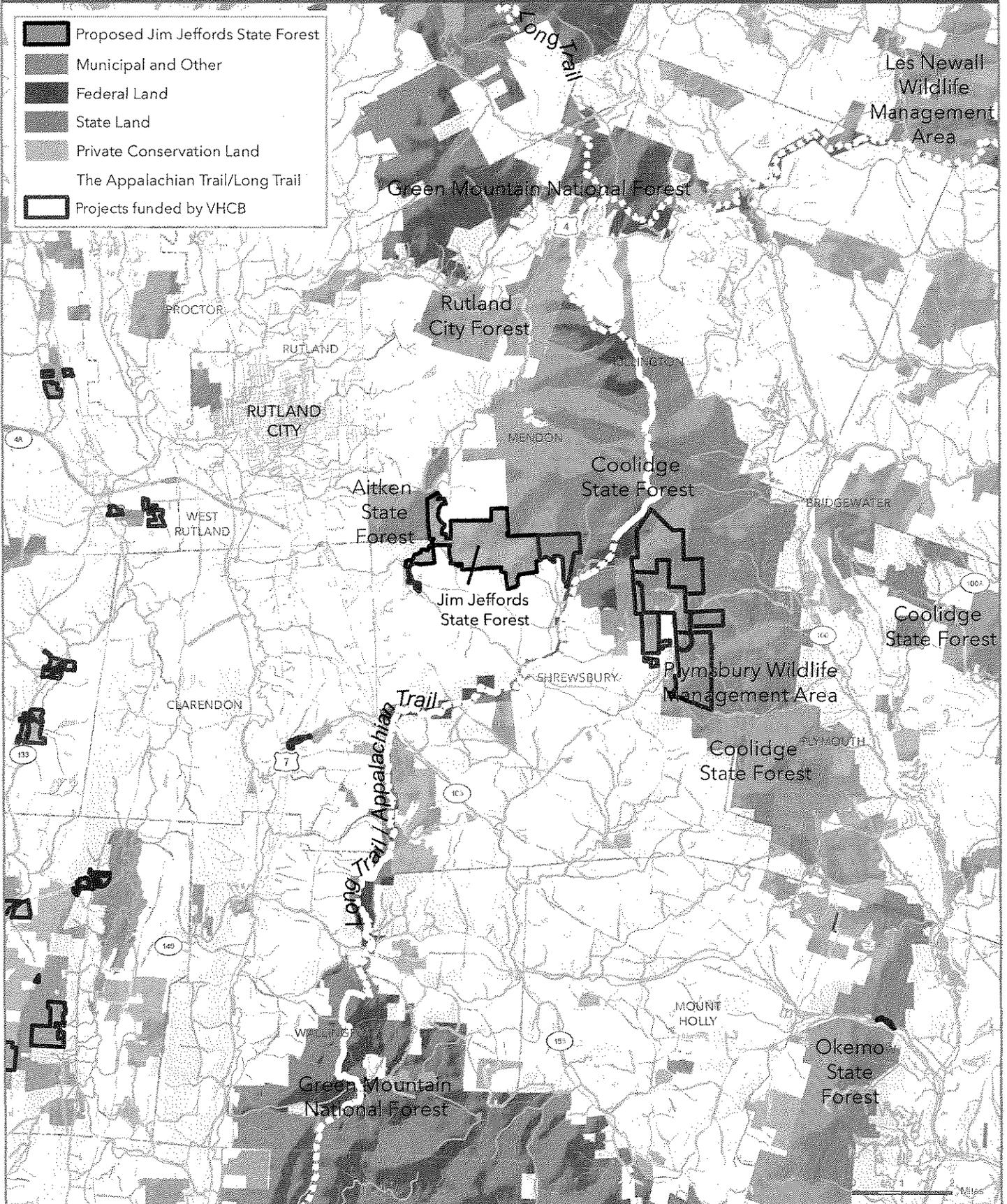
  
Deborah L. Markowitz, Secretary  
Agency of Natural Resources

1/13/16  
Date

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

# PROPOSED JIM JEFFORDS STATE FOREST

Mendon & Shrewsbury, Vermont





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

KNOW ALL PERSONS BY THESE PRESENTS, that **THE TRUST FOR PUBLIC LAND**, a California public benefit, non-profit corporation doing business in Vermont as The Trust for Public Land, Inc. with a place of business at 3 Shipman Place, 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 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 its respective successors and assigns (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 Towns of Shrewsbury and Mendon, County of Rutland, State of Vermont, said Protected Property being more particularly described in **Schedule A** attached hereto and incorporated herein.

This Grant is being conveyed, in part, to further the purpose and requirements of the Land and Water Conservation Fund to secure perpetual use of the property for public outdoor recreation as contemplated under the Land and Water Conservation Fund Project Agreement, No. 50-00631, by and between the U.S. Department of Interior, National Park Service and the State of Vermont, Agency of Natural Resources, Department of Forests, Parks and Recreation.

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.**

A. Statement of Purposes.

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

(a) To conserve forestry values, wildlife habitats, biological diversity, natural communities, riparian buffers, 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 values as these values exist on the date of this Grant and as they may evolve in the future.

(b) To conserve and protect the public outdoor recreational, scenic, educational, cultural and open space resources of the Protected Property and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.

(c) To insure that the Protected Property will be owned in perpetuity by a public entity approved by the National Park Service and VHCB.

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

(a) Part of a larger conservation effort to preserve a landscape-scale bear corridor through Central Vermont;

(b) Provides connectivity between Aitken State Forest on the west and Coolidge State Forest to the east;

(c) Provides core habitat for black bear, bobcat, moose fisher, white-tailed deer, and mink;

(d) Provides habitat for seven bird Species of Greatest Conservation Need identified in the Vermont Wildlife Action Plan: Canada Warbler, Wood Thrush, Black-throated Blue Warbler, Veery, Ruffed Grouse, Chestnut-sided Warbler, and American Woodcock;

(e) Two miles of frontage on the Cold River, a popular wild trout stream, 1 mile of frontage on Mendon Brook, and three miles of headwater streams;

- (f) 17 acres of wetlands;
- (g) 12.5 acres of prime agricultural soils and 126.1 acres of statewide importance;
- (h) 30 acres of floodplain along the North Branch of the Cold River;
- (i) 1.9 miles of frontage on North Branch Road and 130 feet of Upper Cold River Road, public highways with scenic vistas; and,
- (j) Abuts the Warner Swimming Hole, previously protected by Grantee.

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.

3. 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.

B. Management Plans.

Grantor and/or its successor in title, will from time-to-time develop comprehensive Management Plans for the Protected Property (hereafter "Management Plans"). The Management Plans shall:

- 1. Provide for the use and management of the Protected Property in a fashion which is consistent with the Purposes of this Grant; and,
- 2. Be designed to provide reasonable public access to recreational values and opportunities associated with the Protected Property; and,
- 3. Be consistent with the purpose of conserving wildlife habitat, natural communities, and forestry values and the ecological processes that sustain these natural resource values of the Protected Property; and,
- 4. Otherwise be consistent with the terms and conditions of this Grant.

Prior to the final adoption of each Management Plan, Grantor shall provide Grantee with a copy of each such Management Plan.

II. Restricted Uses of Protected Property.

1. The Protected Property shall be used for public outdoor recreation, scenic, cultural, open space and educational purposes in perpetuity. 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 specifically permitted by the Management Plan and by this Grant.

2. Except as permitted by section III of this Grant, 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 this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including, but not limited to, signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section V, below). 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 Plans. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted.

5. There shall be no disturbance of the surface of the Protected Property 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 Plans. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

6. Notwithstanding a conveyance to the State of Vermont Agency of Natural Resources Department of Forests, Parks and Recreation, Grantor shall not give, grant, sell, convey, transfer, lease, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of Grantee, which approval shall only be granted if ALSO approved by the U.S. Department of Interior, National Park Service, pursuant to Land and Water Conservation Fund Agreement Project No. 50-00631.

7. Except along designated travel corridors, there shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as forestry and property management, as well as, for emergency purposes. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. Snowmobiling may be permitted as provided for in the Management Plan. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by the Americans with Disabilities Act regulations. For purposes of this Grant, all-terrain vehicles include, but are not limited to, motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles, not including snowmobiles.

8. There shall be no manipulation or alteration of natural watercourses, lakeshores, wetlands, water levels and/or flow or other waterbodies except as may be provided for in the Management Plans.

9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is not or is likely to not be 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 right to use the Protected Property for all types of non-motorized, dispersed outdoor recreational purposes (including, but not limited to, birdwatching, camping, cross-country skiing, mountain biking, snowshoeing, walking, and wildlife observation) 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 recreation in designated corridors may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans and are consistent with the Purposes of this Grant.

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 for such events.

3. The right to conduct sustainable forestry and wildlife management together with the right to construct and maintain roads necessary for such activities, in accordance with a forest management plan which has been incorporated into the Management Plans. In implementing forest management, Grantor shall design all roads and management activity to minimize degradation of water quality, and not less than the standards in the 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 approved by Grantee).

4. 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 Grant. Such activities may include, but are not necessarily limited to, the non-commercial management of vegetation, wildlife and recreation. This section III (4) shall not be construed to authorize the construction of new structures not otherwise permitted by this Grant.

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 reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education, and including such structures and facilities as tent platforms, lean-tos, wood sheds, concession stand, storage, and sanitary facilities); provided, however, that any such structures and improvements shall be consistent with the Management Plans and the Purposes of this Grant.

7. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, 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 Plans.

8. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees as are reasonably necessary to support Grantor's management of the Protected Property. Fees shall not be based on place of residency.

9. 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 Jim Jeffords State Forest Conservation Plan (the "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 of a diameter greater than or equal to 4 inches at the small end for the benefit of wetland, riparian, and aquatic systems.

2. All forest management activities within 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. Within the SWPZ the following management standards shall apply:

- (a) Maintenance of roads, skid trails 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) At Grantor's request, Grantee may approve, such approval not to be unreasonably withheld, new roads, recreational trails and recreational structures that are not in substantial conflict with the management practices necessary to maintain the four ecological benefits detailed in Section IV(1) above.
- (c) No agricultural activity shall be conducted within the SWPZ.
- (d) There shall be no new structures, land disturbance or improvements, with the exception of water crossing structures, including but not limited to culverts and bridges, and as provided for in Section IV(2)(a) and (b).

**V. 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 purposes (including, but not limited to, birdwatching, camping, cross-country skiing, hiking, hunting, snowshoeing, trapping and wildlife observation) consistent with the Purposes of this Grant and the Management Plans. 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 or 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.

**VI. 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.

**VII. 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.

2. 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 Towns of Shrewsbury and Mendon, as well as, the State of Vermont.

3. 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 governing such transfers, if ALSO approved by the U.S. Department of Interior, National Park Service, pursuant to Land and Water Conservation Fund Agreement Project No. 50-00631.

4. 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 29.8% 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.

5. 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.

6. Grantee shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Towns of Shrewsbury and Mendon 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.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, The Trust for Public Land. The term "Grantee" shall include the respective successors and assigns of the original Grantee, Vermont Housing and Conservation Board.

8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board.

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

TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions and public access easement, with all the privileges and appurtenances thereof, to the said Grantee, the VERMONT HOUSING AND CONSERVATION BOARD, its respective successors and assigns, to its own use and behoove forever, and the said Grantor, THE TRUST FOR PUBLIC LAND, INC., for itself and its successors and assigns, does covenant with the said Grantee, its 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 easements and use restrictions of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid. The Grant is subordinate to the terms and conditions of the Notice of the Land and Water Conservation Fund Agreement Project No. 50-00631 of even date herewith and to be recorded in the Towns of Shrewsbury and Mendon Land Records.

Grantor, THE TRUST FOR PUBLIC LAND has caused this Grant to be executed by its duly authorized agent on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**Grantor:**  
THE TRUST FOR PUBLIC LAND

\_\_\_\_\_  
Its Duly Authorized Agent

**STATE OF VERMONT**  
**COUNTY OF \_\_\_\_\_, SS.**

At \_\_\_\_\_, Vermont, on this \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared \_\_\_\_\_, duly authorized agent of The Trust for Public Land, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of The Trust for Public Land.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Its Duly Authorized Agent

**SCHEDULE A**  
**PROTECTED PROPERTY**

TO BE PROVIDED BY GRANTOR'S ATTORNEY

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.

# TOWN OF SHREWSBURY

9823 Cold River Rd  
Shrewsbury, VT 05738

802-492-3511 Voice /Fax  
shrewsburyclerk@vermontel.net

Date January 7, 2015

Karen Freeman  
Conservation Director  
58 East State Street  
Montpelier, VT 05602

Matter: Heathcote Property ~ Shrewsbury & Mendon, Vermont

Dear Ms. Freeman,

We are writing to express the Shrewsbury Selectboard's strong support of the State acquisition of 266 acres owned by Lesley Heathcote, as a part of the proposed Jim Jeffords State Forest. This effort, led by The Trust for Public Land and Vermont Forest, Parks & Recreation, represents an opportunity to conserve a significant link between Coolidge State Forest and Aitken State Forest, and an area that is becoming more popular for recreation among Shrewsbury residents.

This property, with frontage along the North Branch of the Cold River, provides opportunities for hiking, snowshoeing, cross-country skiing, snowmobiling, hunting and wildlife observation. The property also offers new access to Aitken State Park from the south, which currently does not have public access from Shrewsbury. The property's proximity to Rutland will also provide easily accessible outdoor recreation opportunities for the population of Vermont's third-largest city.

The creation of the Jim Jeffords State Forest through acquisition of the Heathcote parcel and the adjoining Mendon Brook parcel will enhance landscape-scale multiple-use management of the largest state landholding in central Vermont. Conservation of the property would also protect the inherent rural character of the town of Shrewsbury.

This property contains 1.8 miles of the North Branch of the Cold River; the current draft Cold River Corridor Plan (2013) proposes Corridor Protection for these reaches (M04-M05) to avoid conflict with river migration and development. The property also contains 1.03 acres of class 2 wetlands and a mile of Mendon Brook and other unnamed streams. Protection of these significant aquatic resources upstream of Rutland will enhance flood resiliency, as well as conserve popular wild trout streams.

Given Shrewsbury's small population size and the region's high potential for growth, subdivision and development could also severely alter the rural landscape of this community. We feel the Heathcote

property deserves protection for traditional uses and natural resources, such as public recreation, fish and wildlife habitat, scenic enjoyment, and critical watershed functions. We encourage you to support the creation of the Jim Jeffords State Forest for the benefit of current and future generations of Vermonters.

Sincerely,

Shrewsbury Select Board

Bert Potter

A handwritten signature in black ink, appearing to read "Bert Potter", written over a horizontal line.

Steven Nicholson

A handwritten signature in black ink, appearing to read "Michael Stewart", written over a horizontal line.

Michael Stewart

xc Kate W...



**Town of Mendon**  
2282 U.S. Route 4  
Mendon, Vermont 05701  
802-775-1662  
[www.mendonvt.org](http://www.mendonvt.org)

July 26, 2015

The Trust for Public Land  
Kate Warner  
Project Manager  
3 Shipman Place  
Montpelier, VT 05674

Dear Ms. Warner,

The Town of Mendon Selectboard supports the creation of the Jim Jeffords State Forest through the acquisition of 446 acres located in Mendon, VT and an additional 900 acres located in Shrewsbury, VT. We support the link that this acquisition would create between the Aitken State Forest and the Coolidge State Forest.

Mendon submitted a letter of support in April 2014 for the transfer of 184 +/- acres located in the town of Mendon and owned by Nicholas and Deborah Holland to the State of Vermont. In addition to the Holland parcel, the town supports the 109 acres owned by the Walloomsac Forestry Company, Steven and Cara Shortle and 153 acres owned by Leslie Heathcote to also become part of the conserved land of the Jim Jeffords State Forest.

Mendon identified concerns about ensuring emergency access between Mendon and Shrewsbury through former or existing town rights of way. These concerns were negated upon further research of the Mendon and Shrewsbury Town Highway Maps that proved the existence of a legal trail in Mendon that follows the North Branch Cold River to TH #8 in Shrewsbury.

Mendon additionally had concerns about access and parking for the Jim Jeffords State Forest. The Trust for Public Land and the State of Vermont Department of Forest Parks and Recreation have both indicated that the access and parking will be located in the town of Shrewsbury, VT. Mendon supports relocating and expanding the existing parking for the Aitken State Forest at the intersection of the Notch Road and Wheelerville Road, both Class 3 town highways. This parking area is also within a close proximity to the Heathcote property which is to become the Jim Jeffords State Forest. Mendon does not support a parking area for the Jim Jeffords State Forest be located off from Northam Road in Mendon. Parking at this location would add a burden of additional traffic on the legal trail located off Wheelerville Road at McLaughlin Falls to access the state forests. Mendon would request that funds be available to upgrade this road if in the future, the state was to promote and provide parking to the forests through this access.

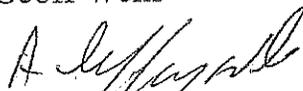
Mendon supports the conservation of land in Vermont which is reflected as much of our land is federal, state and Rutland City forest land. State ownership of the land proposed to be the Jim Jeffords State Forest will provide additional recreational opportunities as well as protect wildlife habitat.

Sincerely,  
Mendon Selectboard

Larry Courcelle



Geoff Wells



Richard Wilcox

