

MEMORANDUM OF AGREEMENT

AS REVISED _____, 2015

Town of Charlotte, Preservation Trust of Vermont and Vermont Land Trust

This agreement is entered into on the dates noted below, by and between the TOWN OF CHARLOTTE, ("Town"), a Vermont municipality situated in Chittenden County, the PRESERVATION TRUST OF VERMONT ("PVT"), a non-profit preservation organization with principal offices in Burlington, Vermont, and the VERMONT LAND TRUST ("VLT"), a non-profit conservation organization with principal offices in Montpelier, Vermont.

Attached and a part of this agreement is a map titled "Burns Property, Charlotte, VT" and dated __/__/2015, prepared by the Chittenden County Regional Planning Commission.

WHEREAS, the Town has entered into a Memorandum of Agreement ("MOA") concerning the former Burns Property in Charlotte with PVT and VLT dated August 31, 2000; and

WHEREAS, all parties agree to terminate the existing August 31, 2000 MOA and replace it with this revised Memorandum of Agreement that clarifies the limited land protection expectations of PTV/VLT and the latitude left to the Town to use and manage the land.

NOW, THEREFORE,

The Town, PTV and VLT agree as follows:

1. To terminate the Memorandum of Agreement ("MOA") concerning the Burns Property in Charlotte dated August 31, 2000.
2. The Town agrees to create permanent trails on the Burns property that link to the Town's trail network.
3. The Town agrees to donate a perpetual conservation easement within the next 12 months (approximately) to VLT or other qualified conservation organization on the clayplain forestlands as shown on the attached map ("Clayplain Easement Area"). Non-motorized access will be allowed in the easement area. Trails may be maintained through the easement area at the location of the farm road as it currently exists or as it may be relocated, or added by agreement of the parties. Bicycle use and horseback riding may be allowed on the trails. Minor structures associated with the recreational use of the area may be constructed. The

existing water line may be maintained within the easement area. New lines associated with the septic areas within the Burns parcel may traverse the easement area, provided that no other feasible location is available across Town owned lands. Additional or relocated trails, minor structures and utility lines as described in this section shall be located in a manner to minimize impacts to the resource values of the easement area.

4. The existing lien on the property by PTV/VLT will be released after execution and recording of the conservation easement.
5. The Town agrees that the land outside of the conservation easement shall be designated as shown on the attached map with the following uses and restrictions.

Unrestricted: Areas shown on the attached map as Unrestricted may be used for any purpose consistent with State and Town regulations and, for land adjacent to Route 7, as conditioned in #6 below.

Restricted: Areas shown as Restricted on the attached map may only be developed for (A.) affordable housing, (B.) agricultural structures and/or improvements reasonably necessary to support a farm enterprise and/or food production, and (C.) municipal purposes.

6. The unrestricted land adjacent to Route 7 as shown on the attached map shall be maintained in the following manner:

This area shall not be subdivided or sold separately from the remainder of the parcel and shall be retained in Town ownership.

Only municipal and public uses approved by the Town shall be allowed. Any structures will serve a municipal or public use.

Any uses will be consistent with the Town's goals for the Route 7 corridor as a functional major arterial with limited commercial activity and curb cuts. Any commercial uses, such as farmers' markets, crafts fairs and other similar gatherings or uses, should be temporary and compatible with the focus on municipal and public use.

In The Presence Of:

Town of Charlotte:

Witness

Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY,ss

At Charlotte, Vermont this _____ day of _____, 2015, Lane Morrison personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Town of Charlotte.

Before me, _____
Notary Public
My commission expires:

In The Presence Of:

Preservation Trust of Vermont:

Witness

Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY,ss

At _____, Vermont this _____ day of _____, 2015, Paul Bruhn personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Preservation Trust of Vermont.

Before me, _____
Notary Public
My commission expires:

In The Presence Of:

Vermont Land Trust, Inc.

Witness

Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY,ss

At _____, Vermont this _____ day of _____, 2015, Gil Livingston personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Vermont Land Trust, Inc.

Before me, _____
Notary Public
My commission expires: