

February \_\_\_\_, 2015

## DRAFT

Lane Morrison  
Selectboard Chair  
Town of Charlotte  
P.O. Box 119  
Charlotte, Vermont 05445

Dear Mr. Morrison:

The Vermont Land Trust is pleased to have the opportunity to work with you to conserve the wooded portion of the town-owned “Burns” property. The clayplain forest resource is significant and its conservation will be appreciated by many generations to come.

I understand that the Town of Charlotte will be party to a revised Memorandum of Agreement (MOA) regarding the future of the Burns property. As part of that draft MOA, the Town of Charlotte will conserve the majority of the wooded portion of the property. The purpose of this Letter of Agreement is to outline that conservation project with the Vermont Land Trust, identify additional areas needing information or decisions, and to agree on a course of action.

### **1. Timing**

I understand that the MOA identifies the approximate timeframe for conservation as twelve months from the signing of the MOA. VLT has anticipated working on this project during the fiscal year ending June 30, 2015, and we are happy to work with you toward closing on the conservation easement by that date. Please let me know if this timeframe is a problem in any way.

### **2. Acreage**

The town-owned Burns property is approximately 54 acres, of which 22 acres of forestland will be conserved. I have a copy of the deed to the property, recorded in the Town of Charlotte land records in Volume 112, pages 113 to 115.

### **3. Conservation Objectives**

The conservation easement will have multiple conservation purposes. Because the clayplain forest natural community is the dominant component of the woodland to be conserved, conserving the natural communities and the natural systems that support them will be a primary purpose in the conservation easement. Providing public pedestrian access will also be a conservation purpose.

In the purposes section of the easement we like to include as much specific information about the resource values of the property. Mark Lapin’s 2006 ecological assessment will be very helpful in this regard.

### **4. Management Plan**

The conservation easement will require a Management Plan that identifies anticipated management activities, balancing the resource attributes and human uses of the conserved land in a manner that is consistent with the purposes and restrictions of the conservation easement. Periodic updates to the Management Plan eliminate the need for numerous approvals for activities envisioned by both VLT and the Town over time. It is often the case that a public

owner is not in a position to provide a complete Management Plan at closing, in which case an Interim Management Plan is provided at closing that covers the first year or so while the initial full Management Plan is being created. The conservation easement will require that any future timber harvesting be done in accordance with a forest management plan approved by VLT. Any management would be “light-touch” and would need to maintain the health of the forest natural communities.

## **5. Excluded Land and Reserved Rights**

A total of 31 acres will be excluded from the conservation easement. Approximately four acres will be excluded on the eastern end of the property and approximately 28 acres will be excluded on the westerly end of the property. Our mutual understanding is that the existing well on the eastern end of the property is on the three acres excluded from the conservation easement. We can field check that to confirm the boundaries as we finalize the map. I understand that there are two parcels that have existing rights to use water from this well and to maintain the water lines across the property. These rights will pre-exist the conservation easement, and the conservation easement will be subject to them. The easement can also allow for septic lines to extend over the conserved property from the area excluded for septic systems on the western portion of the property if the lines cannot reasonably be located off the protected property. The conservation easement would require that the lines be installed in a manner that minimizes the impacts on the natural and recreational features.

The conservation easement can allow for minor structures, such as a kiosk, tent platform, lean-to, etc. The conservation easement will require that the locations of these structures are consistent with protecting the natural features on the property.

## **6. Public Access**

The conservation easement will require that the general public have access to the property for non-motorized activities. The conservation easement will allow a trail along the existing logging road and loop trail in a style consistent with the current Town Link Trail (with a stabilized base, landscape cloth and gravel surface). The conservation easement will enable the trail to be relocated from its existing location by mutual agreement. VLT will likely want to keep any relocation (or new trails) from running directly through the wettest, most-sensitive parts of the property. The easement will permit the town to allow mechanized and equestrian use at its discretion. The easement and management plan language will be reviewed by the Charlotte Trails Committee.

## **7. Costs**

VLT incurs costs associated with assembling a conservation easement for a property, including funding VLT’s stewardship endowment, mapping and preparation of the Baseline Documentation Report, title and closing costs. We estimate that these costs will total approximately \$14,750 for the Burns property. A breakdown of these costs is outlined below:

\$7,000 Stewardship Endowment
1,000 Closing Costs
850 Mapping and Digitizing
1,300 Baseline Documentation
<u>4,600</u> Legal Drafting and Project Management
\$14,750 Total Budget

The project costs will be shared by VLT and The Town of Charlotte. VLT agrees to cover the Legal Drafting and Project management costs (and \$150 of the remaining costs), and the Town of Charlotte agrees to contribute \$10,000 at the closing of the conservation easement. The allocation for the stewardship endowment will be set aside to ensure that we have the resources available to monitor and enforce the easement into the future. These funds are held for VLT by the Vermont Community Foundation, an arrangement which assures they are used only for stewardship, and remain secure from any future VLT creditors.

**8. Hazardous Materials**

Please inform us if you are aware of any hazardous materials, dumps, or trash sites on the property.

**9. Severed Legal Interests**

Please let me know if there are any other legal interests currently held by another party (leases, mortgages, timber rights, mineral rights, life estates, right of first refusals, easements, etc.).

**10. Publicity**

The Town of Charlotte and VLT will work together on publicity for the project once the land is conserved, and all printed material, including press releases, will be approved by both entities.

**11. Other Information and Next Steps**

Please let me know if I need to correct or add anything to this letter. If this letter is accurate, please sign and return a copy to me – your general agreement with the contents of this letter is not legally binding, but will support VLT’s ongoing investment of organizational resources to meet your objectives. As soon as I receive your signature, I will make a request for a draft easement.

It is very exciting to be working with the Town of Charlotte to conserve the woodland portion of the Burns property under a conservation easement. I look forward to working with you on this exciting effort.

Sincerely,

Bob Heiser  
Champlain Valley Regional Co-Director

I agree to the contents of this letter:

\_\_\_\_\_  
Lane Morrison  
Selectboard Chair

\_\_\_\_\_  
Date

cc: Kate Lampton