

**CHARLOTTE PARK & WILDLIFE REFUGE
COMPREHENSIVE MANAGEMENT PLAN**



June, 1999

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A. Overview of Park

The purpose of the Charlotte Park and Wildlife Refuge (the "Park") is (1) to preserve the Park lands in their undeveloped state, protecting the scenic vistas, biodiversity, and natural beauty of the Property, and continuing some historic agricultural uses as appropriate, and (2) to provide the residents of Charlotte and the general public with opportunities for aesthetic enjoyment, passive outdoor recreation, and the study of nature.

The Park, located between U.S. Route 7 and Greenbush Road in Charlotte, Vermont, has been managed as an agrarian landscape for almost two hundred years. This 290-acre property consists of active cropland with pastures, hay fields, old fields, meadows in various stages of forest succession, abandoned orchards, woodlands and wetlands. It is vital wildlife habitat. There are approximately 2.25 miles of gravel trails winding through approximately 95 acres of agricultural lands with 24 acres of meadows for passive recreation. Approximately 1 mile of hiking trails traverse the diverse woodlands and wetlands and connect to the park's gravel trails.

The largely westerly exposed property is gently rolling to steeply sloped. Typical of the area, its soils are mostly clay-based and therefore poorly to moderately drained. There are, however, some gentle slopes of moderate to well-drained loam. The Park's open fields are intended to remain in agricultural use, thereby perpetuating its historical use and visual character. Many of the abandoned fields are reverting to shrub growth with some successional hardwoods and pine; these areas are particularly rich in wildlife.

One of the park's main esthetic attributes is its panoramic views of the Green Mountains, Adirondack Mountains and Lake Champlain, particularly from viewpoints at the eastern extremities of the Property and looking and from U.S. Route 7. The highest elevation, at 428 feet, is located just west of Route 7 near Snowdrift Lane. As the property slopes down to the west its character changes from open agricultural lands to relatively mature woodlands grading to successional forests with several streams flowing into a wetland near the western perimeter. The lowest point, at approximately 180 feet, is near the railroad overpass at the northwestern corner of the Property at Greenbush Road.

The Park is designed to promote enjoyment of its natural and visual amenities. A network of trails is laid out for walking, hiking, cross-country skiing, and equestrian use. They proceed through fields, meadows, woodlands and near wetlands, providing opportunities for naturalists, recreationalists and for quiet enjoyment of the views. Scenic corridors along

Route 7 have been provided for the benefit of motorists. A small parking area is located at Greenbush Road, in the southwestern corner of the property, for vehicular access to the Park and trail system.

Wildlife species most likely to benefit from this diverse landscape are those that feed and breed in open fields, forest edges, emergent wetlands, and dense undergrowth. Cavity-nesting species benefit from snags in the lower wetland and mature woodland areas. Forest ground-nesting species are provided with adequate cover by the dense shrubs in the lower-elevation woodlands. Upland edge species utilize the Park's areas of dense cover as well as the perch trees in hedgerows.

Wildlife observed on the site in mid- and late-September of 1997 were typical edge species. White-tailed deer and eastern cottontails were seen in upper agricultural fields, as were signs of raccoons in the corn fields. Black-capped chickadees, northern flickers, brown thrashers, gray catbirds, blue jays, and white-breasted nuthatches were observed in the hedgerows. Signs of coyotes, striped skunks, foxes, and white-tailed deer were noted in the lower woodlands and open areas. Beavers were found inhabiting a spring-fed pond in the northern part of the property and in a drainage in the upper woodlands. Common yellowthroats, cedar waxwings, and black-throated blue warblers were sighted in the lower woodlands near the wetland. Hairy woodpeckers and pileated woodpeckers were also noted on various snags. Wood frogs, American toads, green frogs, a northern brown snake, and garter snakes were observed in various parts of the lower woodlands. A list of wildlife species that can be expected to occur in the Park is presented in Exhibit 2.

Many of the noted wildlife species require habitat that extends beyond the Park. This is especially true for some of the predatory mammals and birds (e.g., coyotes, foxes, bobcats, hawks, owls), and birds that nest on either the forest floor or in forest understory (e.g., ovenbirds, ruffed grouse, and wild turkeys). To the south of the Park are mature hardwood forests that provide excellent cover for animals with extensive home ranges and for those that live in mature forests. These forested parcels link the Property to Pease Mountain; this may be something of a liability, however, as many species are threatened by vehicles on Route 7 which bisects this corridor. Route 7, Greenbush Road and a parallel railroad track interfere with animal movements to the east and west. Thus, it is most important in the future to conserve access to fragmented habitats on the northern edge of the Park.

In summary, the Property contains many types of habitat and an abundance of edge conditions. Due to the diminution of surrounding habitats by development, the Park will be increasingly important as a refuge for wildlife as expansion of the Burlington metropolitan area proceeds.

B. Management Structure

The operating principles and governance structure for the Park have been set forth in an executed Memorandum of Understanding dated May 9, 1997, between the Town of Charlotte and Demeter Fund (Exhibit 3), which shall function as an operational element of this Plan. The Demeter Fund shall be responsible for obtaining all necessary planning permits and for implementation of the site plan prior to conveyance of the park in fee simple to the Town. Thereafter, governance of the park will consist of an Oversight Committee composed of several municipal and private organizations including Demeter Fund.

The composition of the Oversight Committee, as described below, was defined by Demeter Fund working over a two-year period in concert with the Advisory Committee appointed by the Charlotte Select Board. The Select Board shall determine the number of Oversight Committee members. It was determined by the Advisory Committee that day-to-day management of the trails and other facilities should be conducted by the Charlotte Recreation Committee, while management of the agricultural fields should be undertaken by the Charlotte Select Board, with assistance from the Charlotte Land Trust, which would implement a lease program with local farmers.

The Oversight Committee will be directly responsible for interpreting and revising, if necessary, this Management Plan, to recommend policy for the Park as circumstances warrant, and for "managing the Park's managers." The Select Board shall approve Management Plan revisions. Appointed by the Charlotte Select Board, the Oversight Committee should comprise representatives of the Charlotte Select Board, Charlotte Recreation Committee, Charlotte Planning Commission, Charlotte Conservation Commission, Charlotte Tree Warden, Charlotte Trails Coalition, Charlotte Land Trust, a neighbor, and a local equestrian trail rider. The Demeter Fund shall have the right to appoint a representative to the Oversight Committee.

A conservation easement will be imposed on the Property prior to conveyance of the Park to the Town of Charlotte. The easement will restrict the future use of the property to open space and specified recreational uses. Vermont Land Trust (VLT) will be the lead agency responsible for enforcing the terms of the easement; any physical changes to the Park after conveyance to the Town by Demeter Fund will require written approval in advance by VLT, as set forth in the easement (see Exhibit 4).

C. Management Issues

Security

A security program is essential to maintenance of public safety as well as the orderly use, physical integrity and appearance of the Park. Based upon recommendations from the Advisory Committee, the following security standards have been adopted.

Hours/Daily Procedures

The Park will be open to public access year-round from 8 a.m. to 1/2 hour after sunset. The parking lot will be open, weather permitting, on the same schedule. Opening and closing the parking lot gate and trail patrol will be conducted by Town personnel reporting to the Recreation Committee. Typical daily security operations include:

- Open gate at the Greenbush Road parking area at 8 a.m.
- Lock gate at the Greenbush Road parking area at dark.
- The agricultural entrance located off Route 7 shall be closed and/or locked at all times except for farm vehicle use.
- Pick up any trash debris in the parking lot area.

Keys to the gates will be distributed to each of the following: a) the Park patrol, a member of the Recreation Committee, c) a member of Charlotte Fire and Rescue, d) a designated person at the Town Offices, and e) a member of the Conservation Commission. In addition, the farmer who holds the lease on the agricultural units for the current year will be given a key to the gate located at the intersection of the farm access road and Route 7.

Trail Patrol

Approximately 45 days per year, two individuals will be responsible for patrolling the trails. Bicycles or motorized vehicles may be used for patrolling or for other security-related activities. If a problem is encountered, patrols shall notify the State Police, Town Constable, the designated Recreation Committee representative, the designated Select Board representative, and the designated Conservation Commission representative. A reporting form shall be filled out within 24 hours of the incident by the patrol(s) who discovered the problem. The reporting form will be available at the Town Offices. Patrols will pick-up and discard trash.

The patrol will be responsible for notifying the Recreation Committee representative if there is a risk of damage to trails during wet conditions to evaluate trail conditions and make recommendations. Appropriate signage will be displayed if the park or portions thereof is closed due to inclement or deteriorated conditions.

Emergency Guidelines

There will be signs at the parking lot entrance with emergency instructions. Protocols shall be developed with the Charlotte Fire and Rescue for emergency procedures.

Other Provisions

- Pets shall be prohibited throughout the Park.
- Bicycles and all forms of motorized vehicles operated by the public shall be restricted to the parking lot off Greenbush Road. Bicycles and motorized vehicles are permitted throughout the park for trail patrol, security, emergency services, maintenance, and agricultural and woodlands management.
- It is assumed that a volunteer program will be initiated to support and augment the various security activities including trail patrol and clean-up.
- The Ordinance Regulating Conduct in the Charlotte Park and Wildlife Refuge was enacted "to insure use of the park by the public in a manner consistent with the goals of maintaining the park as a wildlife preserve and for passive recreational activities..." The Select Board will be responsible for enforcing the Ordinance. The Select Board will also be responsible for maintaining, operating and supervising the park in accordance with this management plan.

Landscape Management Plan and Maintenance Standards

The Landscape Management Plan and Maintenance Standards are designed to address the entire property including all aspects of the park with respect to recreation, wildlife, and agriculture. All of these uses: recreation, wildlife and agriculture shall coexist, with no one activity dominating the park.

The Plan will serve as a guide to the Oversight Committee in their exercise of park operations by recommending standards for each type of

landscape or facility, described in the Plan as "Management Units." Exhibit 1 includes a map illustrating the location of each Management Unit; the units are set apart by a letter designation. Annual costs associated with each Management Unit have been projected and are shown in the Operating Budget.

Conservation of wildlife and wildlife habitats in the park is paramount; the park shall be managed for biological diversity. Hunting is prohibited; however, if in the judgment of Vermont Fish and Wildlife Department (the "Department") a condition exists in which a species requires control of its population to restore the biological health of that or any other wildlife population, a managed hunt or other means of population control may be required. In that instance, the Department shall establish the parameters for population control and shall manage all aspects of it.

In October 1997, Lawrence Garland, District Wildlife Biologist for the Department visited the park site to assess the deer population. Mr. Garland found that the carrying capacity of the site is sufficient to support the existing herd and recommended that a review of conditions should take place within five years. See Exhibit 2.

The Town of Charlotte and Demeter Fund drafted and executed a Memorandum of Understanding for the park. This document outlines the purpose, uses, and responsibilities for conveying the park to the Town of Charlotte. The park land comes with development rights and conservation restrictions that were given to the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board by the Demeter Fund. The primary purpose of said rights and restrictions is for the conservation and protection of agricultural, forestry, outdoor recreational, wildlife and open space resources. See Exhibits 3 and 4.

Exhibits 5 through 8 provide guidelines for improvements to the park. For additional plantings within the park, a recommended plant list is provided. Details for the gravel and hiking trails describe the materials to be used and recommended pruning methods with specifications for stream and bog bridges within these trails.

Agriculture - General

Portions of the property have been historically and are currently in agricultural use. Due to the existing soils and drainage on the property, different types of agricultural practices have been recommended for specific units. All agricultural lands (units) shall be managed in a Conservation Plan, which conforms with the Natural Resource Conservation Service (NRCS) recommendations and in accordance with State of Vermont Best Management Practices. The farmer who leases the agricultural units shall be responsible for putting together a Conservation Plan. The Conservation Plan shall accompany any lease agreement to be approved by the Select Board with assistance from the Charlotte Land Trust.

General Agricultural Practices

1. Periodically review ditches in hedgerows and culverts to make sure water is able to flow for control of drainage runoff.
2. Records shall be maintained as to mowing maintenance schedule for all agricultural units. Whenever possible, when fields and meadows are in forbs, they shall be mowed beginning in mid- to late July to avoid disturbing nesting birds and white-tail deer fawns.
3. Reseed all bare soil areas in the Spring, Summer and Fall as needed.
4. Use natural herbicides or pesticides, as needed, on all agricultural units. If spraying or distribution of a herbicide or pesticide that will effect humans occurs, signage should be placed at the entrance of the park and the units sprayed closed to pedestrian use for a safe period of time so as to not cause a health issue. Records shall be maintained of all herbicide and pesticide use annually.
5. Maintain borders of hedgerows and remove invasive plants in fields. Remove invasive exotics such as Honeysuckle on an annual basis in the hedgerow borders and overlooks. Replant with a mix of native trees, shrubs and groundcovers.
6. Hedgerows between fields shall be maintained and enhanced for wildlife corridors. Native species shall be used to include a mix of deciduous trees, shrubs and groundcovers.

Agriculture: Crops - Corn/Grain/Legume Rotation

Management Units: A, B, E, J, K, a portion of I

Description

These units shall be managed as cropland, principally for corn, legumes and hay. Based on the soils and composition of this landscape, these units are the best for continued active agricultural crop production.

Agricultural fields are used by various wildlife species. Small mammals, such as meadow voles and eastern cottontails, use open hay fields. White-tailed deer, striped skunks, woodchucks, wild turkeys, and raccoons feed on crops.

Management Standards for Agriculture

- Fields shall continue to function as active cropland for corn, legumes and hay.
- Crop rotation is essential to keep soil productive.

Work Plan

Agricultural Practices

1. Crops to be planted parallel to existing grades and gravel trails to reduce erosion potential.
2. Rotate crops on a regular basis following the approved Conservation Plan.
3. Keep fertilizer and pesticide use to a minimum. Natural methods of pest management shall be encouraged.
4. Maintain annual records of all crops planted in units, fertilizer and pesticide use, and quantities of soil amendments.

Agriculture: Permanent Hay Land

Management Units: G, H, a portion of I

Description

Due to the heavy Vergennes soils in these units, they should remain in permanent hay lands as part of the active agricultural use on the property. This will allow for a more stable groundcover on areas that are consistently wet and/or highly erodable due to steep slopes.

The fields are used by various wildlife species. Small mammals, such as meadow voles and eastern cottontails, use open hay fields. They are also areas actively used by ground nesting birds, notably turkeys and grouse. Several avian species nest in hay fields; bobolinks, and eastern meadowlarks nest on the ground. Grains and seeds are important components in the diet of mourning doves and wild turkeys.

Management Standards for Agriculture and Wildlife

- Units shall be maintained as permanent hay fields. Use diverse seed mixes with grasses and forbs, including nitrogen fixing legumes.
- Fields shall be mowed frequently throughout the year to maintain as meadow and to prevent vegetative succession.

Work Plan

Agricultural Practices

1. Annual overplanting of a seed mix shall be done in the Spring in order to encourage a diversity of grasses and forbs.

Wildlife Practices

2. Mowing schedule for permanent hay fields shall be as needed throughout the Spring, Summer and Fall seasons, and should be coordinated with grass reproduction. Records shall be maintained as to mowing maintenance schedule needed.

Agriculture: Livestock Areas

Management Units: I, J, K, portions of H and N

Description

Several units on the property are suitable for livestock area. These units are located near the former Varney Farm barns and agricultural fields to the north, which could compliment the establishment of grazing areas.

Management Standards for Agriculture

- Units may be managed as permanent hay fields when not in use for livestock grazing.
- A plan should be developed for rotational grazing to encourage continuous rejuvenation of fields.
- Wet areas shall be fenced off to prevent livestock from breaking the sod.

Work Plan

Agricultural Practices

1. Rotational grazing methods should be utilized.
2. Informational and warning signs shall be placed on all fencing that are electric charged.
3. All wet areas in Units H, I and N shall be fenced off to avoid livestock breaking the ground.

Recreation Meadows

Management Units: C, F, L, M

Description

These units are designated as managed fields to perpetuate their open appearance utilizing herbaceous groundcovers and vegetation. Fields will be kept to a "controlled" height for passive recreational purposes.

Management Standards for Agriculture and Wildlife

- Units shall be maintained as meadow. Use diverse seed mixes with grasses and forbs, including nitrogen fixing legumes. Encourage native wildflowers.
- Fields shall be mowed frequently throughout the year to maintain as meadow and to prevent vegetative succession.

Management Standards for Recreation

- Fields shall be maintained at a consistent height to allow for passive recreational uses.

Work Plan

Agricultural Practices

1. Annual overplanting of a seed mix shall be done in the Spring in order to encourage a diversity of grasses and forbs.

Recreational and Wildlife Practices

2. Mowing schedule for meadows shall be 2 to 6 times a year, as needed, with an average desired height of 6 to 9 inches.

Wildlife: Maintained Meadow

Management Units: D, N

Description

The maintained meadows help support wildlife diversity on the property while providing aesthetic features. These meadows are dominated by herbaceous vegetation such as common milkweed, goldenrod, aster, clover, and thistle species, common ragweed, and various sedges and grasses. Old fields that have been allowed to grow for two or more years are characterized by non-woody perennials and a few pioneer tree species. Several early successional trees are in both units, primarily white ash and gray birch.

Old fields and meadows are used by many types of wildlife. Numerous species of voles, mice, and shrews are found in meadows; raptors perch in trees to hunt for rodents. Ground nesting birds such as killdeer and meadowlarks nest in recently-abandoned fields. Flycatchers, swallows, and other insectivorous birds feed on insects in old fields. Leopard frogs and various snakes can also be found in meadows.

Management Standards for Wildlife

- Units shall be managed as a meadow with selective trees maintained for "Olmstedian" look.
- Meadows shall be brushhogged every 2 to 3 years to maintain as meadow and discourage forest succession.
- Whenever possible, brushhog units in late summer or early fall to avoid breeding season of ground nesting birds in mid- to late July.
- Allow existing pioneer tree species to grow in meadows. Allow snags or dying trees in meadows to remain as good perches for raptors.

Work Plan

Wildlife Practices

1. Overseed every 2 to 3 years to encourage meadow diversity. Use diverse seed mixes with grasses and forbs, including nitrogen fixing legumes. Encourage native wildflowers.

2. Brushhogging schedule for meadows shall be every 2 to 3 years, to be coordinated with wildflower and grass reproduction. Whenever possible, brushhogging should occur after ground bird nesting season (after end of July). Records of mowing and brushhogging schedules shall be maintained.

Hedgerows

Description

Hedgerows are located between the agricultural units and consist of a variety of vegetation, mainly honeysuckle, buckthorn, staghorn sumac, maples, American elm, shagbark hickory, and white ash. They help to provide windbreaks on the more exposed areas of the property.

Hedgerows enhance connections between forested areas and provide cover for mammals and other wildlife and are important travel corridors for wildlife. Carnivores such as coyote and bobcat may use hedgerows for dispersal and for migration from denning areas. Raptors, especially red-tailed hawks, perch in large trees along the edges of fields when hunting. American kestrels, eastern bluebirds, indigo buntings, and eastern phoebes are examples of common species that utilize hedgerows or fencerows for perching on field edges.

Management Standards for Recreation

- The following hedgerows shall be maintained at a maximum height of 8 feet in order to allow for continuous views:
Hedgerow between Units C and D
Hedgerow between Units L and M
Hedgerow between Units M and N
- The hedgerow between Units G and H shall be maintained at a maximum height of 35 feet in order to allow for continuous views from Unit F.
- Designated "windows" in the following hedgerows shall be maintained:
Hedgerow between Units C and G
Hedgerow between Units G and N

Management Standards for Wildlife

- Hedgerows shall be enhanced with native species and maintained for wildlife corridors.
- Non-native invasive species shall be removed from hedgerows (e.g., honeysuckle and buckthorn species). Allow native trees and shrubs to grow to provide good cover for mammals. Allow growth of large trees to enhance perch sites for hawks and other birds that use edges. Retain snags to provide habitat for wildlife that utilize cavities.

Work Plan

Recreational Practices

1. Identified hedgerows that are to be maintained at a specific height shall be reviewed each Spring. Plant materials that exceed the specific height shall be removed. If gaps are created in the hedgerows from this process that are greater than four (4) feet, replant with new plantings of native species from the recommended plant list (Exhibit 5).
2. Review defined "windows" in the hedgerows to ensure visual access is possible. Remove any plant materials that are blocking the view "windows".
3. For all new plantings within hedgerows, a mowing and watering schedule shall be followed for the first 2 years around the plantings. The mowings shall be done at the same time as the gravel trail shoulder mowings.

Wildlife Practices

4. Maintain edges of hedgerows and remove invasive plants, such as honeysuckle, on an annual basis within the hedgerows. Replant with a mix of native trees, shrubs and groundcovers from the recommended plant lists to encourage a diversity of plant materials.

Gravel Trails and Farm Access Road

Description

The gravel trails are designed and constructed for passive recreational and equestrian use. At points along the trail are overlook areas with amenities such as benches and plantings.

The farm access road provides access to and from the agricultural units on the site at the southern end of the property bordering Route 7. An old barn exists near the intersection of the farm access road and Route 7, which may be utilized in the future.

Management Standards for Recreation

- Gravel trails shall be maintained for passive recreational and equestrian use.
- The farm access road entering into Field A shall be maintained for farm vehicle use only.
- A plan may be developed for the restoration and utilization of the barn to complement and coexist with the uses within the park.

Work Plan

Recreational Practices

1. Gravel trails shall be maintained at an eight foot (8') width. Remove weeds from within the gravel trail in the Spring and Fall to maintain the width. Use natural herbicides.
2. Raking of gravel trails shall be done in the early Spring and late Fall and once a month or as needed throughout the Summer. Patch holes and regrade gravel where needed.
3. Overlook areas shall be maintained as extensions of the gravel trails.
4. Every three (3) years, review the depth of top course of gravel and if needed, add a new top course layer of gravel. The gravel color, depth and composition shall be the same material as currently exists on the trails and as described in **Exhibit 6**.

5. The gravel trail and farm access road shoulders shall be maintained by mowing every 3 to 4 weeks, as needed, to a width no greater than four feet (4') from edge of trail. The height of grasses shall be maintained between 4 " and 7" to allow for healthy regeneration. Encourage a diversity of grasses and wildflowers.
6. Where agricultural units border trails, there shall be a two foot (2') grass mowing strip separating the units and trails that shall be maintained as a trail shoulder.
7. Maintain farm access road to Route 7; regrade and add gravel as necessary. Clean out culverts under farm access road as needed to maintain positive drainage.
8. Remove fallen trees and tree debris in the Spring and throughout the Summer and Fall along the gravel trails and farm access road, as needed. Prune trees and shrubs along edge of trails to promote user safety, as shown in Exhibit 7.
9. Periodically, clean out all ditches, culverts and other drainage structures along the gravel trails.
10. Replace missing and damaged informational and directional signs along the trail.
11. Repair and maintain barn as needed. Check and repair doors, siding and roofing annually.

Hiking Trails

Description

The hiking trails are designed and constructed for passive recreational use. At points along the trail are overlook areas with amenities such as benches, stream and bog bridges.

Management Standards for Recreation

- Hiking trails shall be maintained for passive recreational use.
- Rebuild or add bog bridges over consistently wet and fragile areas on trails.
- Maintain stream bridges as needed. Keep stream crossings to a minimum. Build stream and bog bridges to minimize trail erosion.

Work Plan

Recreational Practices

1. Hiking trails shall be maintained at a four foot (4') width.
2. Hiking trails to be maintained by regular mowing every 3 to 4 weeks throughout the Spring, Summer and Fall, as needed. The height of grasses on walking trails shall be maintained to a minimum height of 4" to allow for healthy regeneration. Encourage a diversity of grasses and wildflowers. Overlook areas along the hiking trails shall be mowed and maintained at the same time as the hiking trails.
3. Remove fallen trees and tree debris in the Spring and throughout the Summer as needed. Remove shrubs and brush from within the hiking trail to maintain the width. Prune trees and shrubs along edge of trails to promote user safety, as shown in **Exhibit 7**.
4. Periodically clean out ditches and other drainage structures along the hiking trails.
5. Replace missing and damaged informational and directional signs along the trail.
6. Repair stream and bog bridges as needed. Follow specifications as shown in **Exhibit 8**.

Woodlands

Management Unit: O

Description

Woodlands in this unit are characterized by diverse tree species and age classes. Upland forest, shrubby abandoned agricultural fields, and abandoned orchards create a patchy landscape. The canopy is comprised of predominately paper birch, red maple, black cherry, american elm, and shagbark hickory. Many large snags are scattered in the upper upland forest on the south and eastern edges of Field D. Honeysuckle and buckthorn species dominate the understory and shrubby open areas. Pioneer species such as eastern red cedar, american elm, and dogwood are also growing in the open shrubby areas. The abandoned orchard in the southeastern corner of the property is a dense clustering of wild growing apple trees.

Wildlife that benefit from these habitats associate with early and mature hardwood forest and dense shrubs. White-tail deer bed-down in the dense shrubby understory and travel through the upland forest and open areas. Foxes and coyotes use upland forest for denning. Owls, woodpeckers, and chickadees nest in cavities of old trees. Grouse, woodcock, wood thrushes, cardinals, catbirds, and thrashers nest in the dense understory. Cedar waxwings and american robins eat fruits of honeysuckle, grape, and virginia creeper in late summer and early fall. White-tail deer, foxes, raccoons, and numerous birds feed on apples in the abandoned orchard.

Management Standards for Agriculture

- Allow native tree species to continue to grow and mature in upland forest.
- Selective cutting only to encourage diversity and health of woodlands.
- Develop and initiate program to control invasive plant species beginning with the most threatening, such as buckthorn, honeysuckle and norway maple.
- Encourage diversity of native woodland species to include a mix of trees, shrubs and groundcovers.

Management Standards for Recreation

- Make overlooks inconspicuous: avoid clearing large areas at overlooks to reduce the amount of time people spend at these locations and to minimize disturbance to wildlife.

Management Standards for Wildlife

- Maintain woodlands for wildlife habitat.
- Retain snags and dying trees to provide habitat for cavity-nesting wildlife.
- Allow native shrubs to dominate the understory in the forest, thereby providing cover for deer and ground-nesting birds.
- Thin orchard trees to allow for greater apple yield for fruit-eating wildlife. Keep trails 50 feet from orchard, if possible, to minimize disturbance to wildlife.
- Where possible, avoid cutting trails through thick shrubby areas to prevent disturbance to ground nesting animals.
- Allow existing pioneer tree, native tree and shrub species to continue to grow provide good cover for mammals. Remove non-native invasive species (e.g., honeysuckle and buckthorn species).
- Restrict human access to the woodland, where possible, to prevent disturbance to ground nesting birds.

Work Plan

Agricultural Practices

1. Prepare and administer annual program to control invasive exotics.
2. Begin replanting in areas where no native or desired plants are present. Select native species for replanting from the Recommended Plantings outlined in Exhibit 5.
3. Cut timber as needed to promote regeneration only. Remove tree limbs and dead branches only as necessary where hazardous conditions exist; leave for wildlife cover.

Wildlife Practices

4. Develop program for wildlife reintroduction and enhancement, such as nesting boxes.

Successional Woodlands

Management Units: P

Description

Pioneer tree species will eventually replace shrubs and perennial herbaceous vegetation in successional woodlands. Quaking aspen, gray birch, eastern red cedar, and green ash are common early successional tree species.

Many wildlife species inhabit early successional forests. Small mammals such as moles, mice, chipmunks, and squirrels inhabit young forests. Mustelids, such as minks and weasels, coyotes, and foxes, use early successional forests to build dens and to travel to feeding areas. Commonly-observed avian species are hairy woodpeckers, red-eyed vireos, black-throated blue warblers, eastern wood pewees, and wood thrushes. American woodcock, ruffed grouse, and veerys nest on the ground in early successional forests. Red-spotted newts, wood frogs, and various snakes can also be found.

Management Standards for Agriculture

- Initiate selective cutting to encourage diversity and health of successional woodlands.
- Initiate program to control invasive plant species beginning with the most threatening, such as buckthorn, honeysuckle and norway maple.
- Encourage diversity of native woodland species, including a mix of trees, shrubs and groundcovers.

Management Standards for Wildlife

- Maintain woodlands for wildlife habitat.
- Allow existing pioneer tree, native tree and shrub species to continue to grow to provide good cover for mammals. Remove non-native invasive species (e.g., honeysuckle, buckthorn and norway maples). Keep snags to provide habitat for wildlife that utilize cavities.
- Restrict human access to the successional woodlands.

Work Plan

Agricultural Practices

1. Administer annual program to control invasive exotics.
2. Replant areas where no native or desired plants are present. Select native species for replanting from the recommended plant list in Exhibit 5.
3. Timber cuts as needed to promote regeneration only. Remove tree limbs and dead branches only where hazardous conditions exist; otherwise, leave for wildlife cover.

Wildlife Practices

4. Develop program for wildlife reintroduction and enhancement, such as nesting boxes.

Wetlands and Ponds

Management Unit: R1, R2, R3

Description

Wetlands are scattered throughout the Property. The largest wetland is at the western edge, bordering Greenbush Road, with Holmes Creek and other small tributaries draining into it. This wetland is an abandoned beaver pond and is comprised primarily of emergent vegetation, with a few scattered green ash snags. Purple loosestrife (an invasive exotic plant) is interspersed in the cattail marsh. There does not appear to be any open water in the lower wetland. Beavers inhabit the upper part of Holmes Creek.

There are two ponds in the Park: one near the upper agricultural fields and another in lower section, just west of the westernmost crop field (Field I). Both ponds are small and contain open water. Both have cattails on the perimeter. The lower pond is currently inhabited by beavers.

Many species of wildlife depend on wetlands and ponds. Spotted salamander, red-spotted newt, and painted turtle are common wetland herptiles. Wetlands are important habitat for avian species such as red-winged blackbirds, great-blue herons, and tree swallows. Mammals travel to wetlands to feed and drink. Raccoons, minks, and weasels utilize wetland habitat. Beavers and muskrats are obligate wetland species.

Management Standards for Agriculture

- Selective cutting only to encourage biological diversity and health of wetlands.
- Initiate program to control invasive plant species beginning with the most threatening, such as buckthorn, honeysuckle and norway maple.
- Encourage diversity of native woodland species to include a mix of trees, shrubs and groundcovers.
- Ponds to be maintained as natural drainage areas.
- Edges bordering ponds shall continue as a meadow. Use diverse seed mixes with grasses and forbs, including nitrogen-fixing legumes. Encourage native wildflowers.

Management Standards for Wildlife

- Wetlands shall be maintained as natural wildlife habitats and for natural stream fluctuations.
- Allow a 50-foot buffer between trails and wetlands to minimize disturbance to nesting wetland birds.
- Remove purple loosestrife to allow cattails and other native emergent vegetation to dominate.
- Allow beavers to continue the cycle of invading/abandoning wetland areas. It is unlikely that beavers will become a nuisance on the property (other than possibly flooding hiking trails) because there is limited running water and preferred food for beavers.
- Hedgerows bordering pond shall be maintained and enhanced with native species for wildlife corridors.
- Keep shoreline disturbance to a minimum, especially removal of vegetation.

Work Plan

Agriculture Practices

1. Administer annual program to control invasive exotics.
2. Begin replanting in areas where no native or desired plants are present. Select native species for replanting.
3. Timber cuts as needed to promote regeneration only. Remove tree limbs and dead branches only as necessary where hazardous conditions exist; leave for wildlife cover.

Wildlife Practices

4. Develop program for wildlife reintroduction and enhancement, such as nesting boxes.

Parking Area

Management Unit: Q

Description

The vehicular access to a gravel parking lot is located in the southwestern corner of the Park along Greenbush Road. A looped on-way driveway provides access to the 12-car lot. Plantings have been placed to screen the parking lot from views from an abutting residential property to the south.

Management Standards for Agriculture

- Selective cutting only to encourage diversity and health of successional woodlands to the north and east of the parking lot. Allow native tree species to continue to grow and mature.
- Initiate program to control invasive plant species, beginning with buckthorn, honeysuckle and norway maple.
- Mowed areas bordering the parking lot and driveway shall be maintained at a reasonable height to allow for healthy regeneration of grasses. Encourage native wildflowers.

Management Standards for Recreation

- Maintain gravel parking area for automobile, bicycle and emergency access. Regrading of driveway and parking lot shall be maintained to control drainage runoff.
- Maintain signage.
- Maintain buffer plantings and chain link fencing along southern property line to provide screening from abutting residential property.

Management Standards for Wildlife

- Maintain 50 foot buffer between trails and wetlands to minimize disturbance of nesting wetland birds.

Work Plan

Agriculture Practices

1. Administer annual program to control invasive exotics.
2. Cut timber as needed to promote generation only. Remove tree limbs and dead branches only as necessary where hazardous conditions exist. Leave for wildlife cover.

Recreational Practices

3. Maintain driveway and parking. Regrade and add gravel as needed.
4. Areas bordering the parking lot and driveway to be mowed every 3 to 4 weeks during growing season to maintain grass to a minimum height of 3" for healthy regeneration. Encourage diversity of grasses and wildflowers.
5. Repair or replace signage as needed.
6. Maintain buffer plantings along southern property line for screening purposes by replacing dead or dying plants.

Wildlife Practices

7. Encourage diversity of plants within the 50-foot wetland buffer.

D. Projected Operating Budget

Agriculture Crops - Corn/Grain/Legume Rotation

Management Units: A, B, E, J, K, a portion of I

Budget

Estimated Labor:

There are no costs associated with Agricultural Crops. The farmer who leases the fields shall be responsible for his/her own supplies and any soil amendments, etc..

Total: \$0.00

Agriculture: Permanent Hay Land

Management Units: G, H, a portion of I

Budget

Estimated Labor:

Mowing maintenance: 10 hours at \$20. per hour x 2 times = \$400.

Annual overplanting of seed mix: 10 hours at \$20. per hour = \$200.

Total: \$600.

Agriculture: Livestock Areas

Management Units: I, J, K, portions of H and N

Budget

Estimated Labor:

Repair of Fence for Livestock: 8 hours at \$20. per hour = \$160.

Total: \$160.

NOTE: There are no costs associated with Livestock Areas. The farmer who leases the fields shall be responsible for his/her own supplies.

Recreation Meadows

Management Units: C, F, L, M

Budget

Estimated Labor:

Mowing maintenance: 10 hours at \$20. per hour x 4 times = \$800.

Annual overplanting of seed mix: 10 hours at \$20. per hour = \$200.

Total: \$1,000.

Wildlife: Maintained Meadow

Management Units: D, N

Budget

Estimated Labor: (3rd year maintenance)

Monthly mowing maintenance: 10 hours at \$20. per hour = \$200.

Overplanting of meadow mix: 10 hours at \$20. per hour = \$200.

Total: \$400.

Hedgerows

Budget

Estimated Labor:

Hedgerow pruning maintenance: 12 hours at \$25. per hour =	\$300.
Additional/Replacement plantings (every 2 years; 10 plants at 50. each, installed) =	<u>\$500.</u>
Total:	\$800.

Gravel Trails and Farm Access Road

Budget

Estimated Labor:

Weed removal and raking of gravel trails and overlooks: 8 hours at \$25. per hour x 4 times =	\$800.
Regular mowing maintenance along edge of trails and overlooks: 8 hours at \$20. per hour x 8 times =	\$1,280.
Farm access road maintenance: (gravel repair, drainage review) 8 hours at \$20. per hour =	\$160.
General debris cleanup, pruning, drainage repairs, etc. along trails: 8 hours at \$20. per hour =	\$160.
<i>Estimated Materials :</i> Additional gravel for repairing gravel trails and farm access road: \$32.00/ton x 1 load + 8 hours at \$25. per hour for installation =	<u>\$232.</u>
Total:	\$2,632.

Note: Costs for restoration of barn is not included in these costs.

Hiking Trails

Budget

Estimated Labor:

Mowing maintenance: 4 hours at \$20. per hour x 8 times =	\$640.
General pruning, signage and drainage along trails: 10 hours at \$20. per hour =	\$200.
Repair of bridges: 8 hours at \$25. Per hour =	\$200.
<i>Estimated Materials :</i> Wood for bridge repairs:	\$200.
Signage repairs:	<u>\$500.</u>
Total:	\$1,740.

Woodlands

Management Unit: O

Budget

Estimated Labor:

Invasive exotic plant control program: 16 hours at \$20. per hour =	\$320.
Woodland maintenance: 8 hours at \$20. per hour =	<u>\$160.</u>
Total:	\$480.

Successional Woodlands

Management Units: P

Budget

Estimated Labor:

Invasive exotic plant control program:

16 hours at \$20. per hour = \$320.

Woodland maintenance: 8 hours at \$20. per hour = \$160.

Total: \$480.

Wetlands and Pond Areas

Management Units: R1, R2, R3

Budget

Estimated Labor:

General maintenance: 10 hours at \$20. per hour = \$200.

Total: \$200.

Parking Area

Management Unit: Q

Budget

Estimated Labor:

Parking lot/driveway maintenance: 16 hours at \$25. per hour: \$400.

Initial mowing maintenance along edge of parking area:

8 hours at \$20. per hour x 2 times = \$320.

General debris cleanup, pruning, drainage repairs, etc.:

8 hours at \$20. per hour = \$160.

Opening and closing of gates \$2,500.

Estimated Materials :

Additional gravel for repairing gravel trails and farm access road:

\$32.00/ton x 2 loads + 12 hours at \$25. per hour for installation = \$364.

Total: \$3,744.

Projected Annual Budget Summary

Unit	Cost
Agriculture: Crops - Corn/Grain/Legume Rotation	0.00
Agriculture: Permanent Hay Land	600.
Agriculture: Livestock Areas	160.
Recreation Meadows	1,000.
Wildlife: Maintained Meadow	400.
Hedgerows	800.
Gravel Trails and Farm Access Road	3,132.
Hiking Trails	1,700.
Woodlands	480.
Successional Woodlands	480.
Wetlands and Pond Areas	200.
Parking Area	3,744.
TOTAL	12,236.

Exhibit 1:
Plan of the Charlotte Park and Wildlife Refuge with the
Management Units noted.

Exhibit 2:
Correspondence from Agency of Natural Resources and
A List of Wildlife Species



State of Vermont

AGENCY OF NATURAL RESOURCES

Department of Fish and Wildlife
Department of Forests, Parks and Recreation
Department of Environmental Conservation

*Department of Fish & Wildlife
111 West Street
Essex Junction, VT 05452*

*Phone: (802) 879-5669
Fax: (802) 879-3871*

October 27, 1997

Ms. Jessie Bradley
Ms. Gail Henderson-King
58 Lakeview Park
Shelburne, VT 05482

RE: Demeter Fund Property - Charlotte

Dear Ms. Bradley and Ms. Henderson-King,

At your request, I made a field reconnaissance of this property to assess deer population levels relative to carrying capacity and the potential for deer to be negatively affecting habitat for other wildlife. Based upon our telephone conversations, it is my understanding that no hunting will be allowed on this property unless, and until, the deer population reaches a level where there is habitat damage.

My observations were made on October 17 and 23, 1997, and were concentrated in the wooded areas. While my opinions are based on casual habitat observations, rather than vegetation sampling, I believe they are adequate for this purpose.

Basically, the present deer population is not high enough to have affected forest regeneration. I noted a light level of deer browsing on white ash, red oak, black cherry, sugar maple, and very occasionally on buckthorn. Deer browsing under present population levels is not negatively affecting the growth of trees. I am satisfied that the deer population at this site is below carrying capacity at this time. This is a temporary situation. With the no hunting prohibition, you can anticipate a future increase in deer numbers. Eventually a point will be reached where carrying capacity is exceeded, forest regeneration damaged by deer browsing, and other wildlife species habitat affected.

For general guidance, deer populations at approximately 15 animals per square mile do not cause forest regeneration or agricultural damages. Charlotte's current deer population is about 15 per square mile. Deer populations that regularly and/or substantially exceed 25 per square mile will cause significant forest and agricultural damage as well as negatively affect other wildlife species by eliminating the low layer of vegetation (<10 feet) needed by many species.

The relative position of Charlotte's deer population on the carrying capacity continuum can be roughly approximated by following the legal buck kill trends. At the present amount of deer habitat, buck kills in the vicinity of 50 are "safe" (42 in 1996). If the legal buck kill reaches or exceeds 75 animals, you're likely to

Ms. Jessie Bradley
Ms. Gail Henderson-King
October 27, 1997
Page 2

start having trouble. Specialty agriculture, such as truck gardens, orchards and nurseries probably have problems at current population levels and may need to consider fencing.

I'm sure the Department would be willing to make a periodic on the ground deer habitat review of the Demeter property relative to this issue. I don't think the first review would be needed sooner than 5 years (in the year 2002) and that subsequent check schedules would be driven what is found at that time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lawrence E. Garland".

Lawrence E. Garland
District Wildlife Biologist

LEG/tg

Table 1. Wildlife species expected to occur in Demeter Fund West Property, Charlotte, VT.

	Active Ag.	Old Field	Shrub/Hedge	Early Forest	Hardwoods	Pond/Wetl.	Cavity User
MAMMALS							
N. short-tailed shrew **	x	x	x	x	x	x	
Star-nosed mole **		x	x	x		x	
Hairytail mole **	x	x					
Raccoon **	x			x		x	x
Mink **				x		x	x
Long-tailed weasel *		x	x	x			x
Ermine *		x	x			x	x
Striped skunk **	x	x	x	x			
Coyote **		x		x			
Red fox **		x		x	x		
Gray fox *		x		x	x		x
Bobcat *		x	x	x	x		
Woodchuck **	x	x	x				
Eastern chipmunk **		x	x	x			
E. gray squirrel ***	x			x	x		
Beaver **				x		x	
Deer mouse **		x	x		x		
White-footed mouse **	x	x	x		x		
Meadow vole ***	x	x					
Woodland vole **	x	x	x	x	x		
Muskrat **						x	
Mead. jumping mouse **		x	x	x			
E. cottontail ***	x	x	x	x			
White-tail deer **	x	x	x	x	x		
BIRDS							
Great-blue heron **						x	
Green-backed heron * B						x	
American Bittern *						x	
A. black duck **						x	
Mallard **						x	
Turkey vulture **							
Northern harrier *	x					x	
Sharp-shinned hawk *					x		
Cooper's hawk *					x		
Broad-winged hawk **	x	x		x	x		
Red-tailed hawk ** B	x	x		x			
American kestrel ** B	x	x					x
Ruffed grouse ** B			x	x			
Wild turkey ** B	x	x	x	x	x		
Virginia Rail * B						x	
Killdeer ** B	x						
A. woodcock ** B	x	x				x	

*** Abundant ** Common * Rare or Uncertain B = Breeding Bird

Table 1. Wildlife species expected to occur in Demeter Fund West Property, Charlotte, VT.

	Active Ag.	Old Field	Shrub/Hedge	Early Forest	Hardwoods	Pond/Wetl.	Cavity User
Rock dove *** B	x			x	x		
Mourning dove ** B	x						
Yell.-billed cuckoo *	x	x	x	x			
Eastern screech owl * B		x	x	x			x
Great-horned owl ** B		x	x	x			
Barred owl * B				x	x		
N. saw-whet owl * B			x	x	x		x
Common nighthawk *	x	x	x				
R.-th. hummingbird ** B		x	x	x	x		
Y.-bell. sapsucker ** B			x	x			x
Downy woodpecker ** B				x	x		x
Hairy woodpecker ** B				x	x		x
Northern flicker ** B	x			x			x
Pileated woodpecker * B				x	x		x
E. wood-pewee ** B				x			
Willow flycatcher * B			x	x	x		
Eastern phoebe ** B		x	x				
G. crested flycatcher ** B			x	x	x		
Eastern kingbird ** B			x				
Tree swallow *** B	x	x	x	x			x
Barn swallow ** B		x	x				
Blue jay ** B			x	x	x		
American crow **	x	x		x	x		
B.-capped chickadee ** B			x	x	x		x
Tufted titmouse *				x			x
W.-breasted nuthatch * B			x	x	x		x
Brown creeper ** B					x		x
House wren ** B		x	x				x
Eastern bluebird * B	x	x	x	x	x		x
Veery ** B			x		x		
Wood thrush ** B			x	x	x		
American Robin *** B	x			x	x		
Gray catbird ** B		x	x	x			
N. mockingbird * B		x	x	x			
Brown thrasher * B	x	x	x	x			
Cedar waxwing **		x	x	x			
Eur. starling *** B	x						x
Warbling vireo ** B			x	x			
Red-eyed vireo *** B			x	x	x		
Yellow Warbler ** B	x	x	x	x		x	
Ch.-sided warbler ** B		x	x	x	x		
B.-and-w. warbler ** B			x		x		
American redstart ** B				x	x		
Ovenbird * B				x	x		

*** Abundant

** Common

* Rare or Uncertain

B = Breeding Bird

Table 1. Wildlife species expected to occur in Demeter Furd West Property, Charlotte, VT.

	Active Ag.	Old Field	Shrub/Hedge	Early Forest	Hardwoods	Pond/Wetl.	Cavity User
Com. yellowthroat ** B	x	x	x	x	x		
Scarlet tanager * B				x	x		
Northern cardinal ** B			x	x			
Rose-br. grosbeak ** B			x	x	x		
Indigo bunting ** B			x	x			
Eastern towhee ** B			x	x			
Chipping sparrow ** B		x		x			
Field sparrow *	x						
Vesper sparrow *	x	x	x				
Song sparrow *** B	x				x		
Bobolink ** B	x	x					
Eastern meadowlark * B	x	x					
R.-wing. blackbird *** B	x					x	
Common grackle *** B	x					x	
Br.-headed cowbird ** B	x		x	x			
Baltimore oriole ** B		x	x	x			
House finch ** B		x	x				
Am. goldfinch ** B	x	x	x				
House sparrow *** B	x	x					
REPTILES AND AMPHIBIANS							
Spotted salamander **				x		x	
Red-spotted newt **				x	x	x	
Redback salamander ***				x	x		
E. American toad **	x	x	x	x	x	x	
N. spring peeper **						x	
Gray treefrog **				x	x	x	
Bullfrog **						x	
Green frog **						x	
Wood frog **				x	x		
N. leopard frog **	x	x					
Pickerel frog **							
Wood turtle *	x	x	x	x	x	x	
E. painted turtle **				x		x	
N. brown snake **	x	x	x	x	x	x	
E. garter snake ***	x	x	x	x	x	x	x
E. smooth gr. snake **	x	x	x		x	x	
E. milk snake **	x	x	x	x	x	x	

*** Abundant

** Common

* Rare or Uncertain

B = Breeding Bird

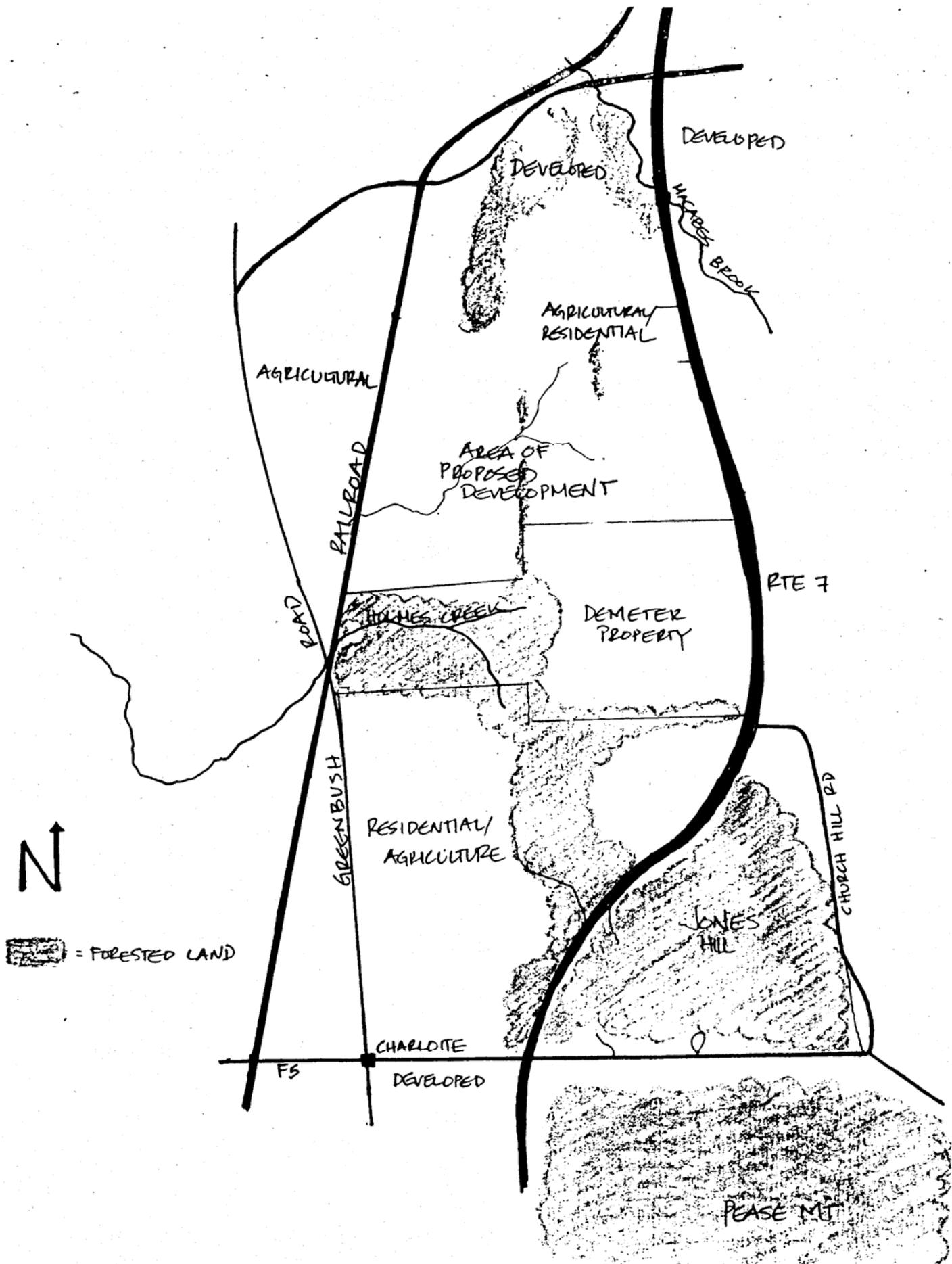


Figure 1. Forested lands bordering Demeter Fund West Property, Charlotte, VT

Exhibit 3:
Executed Memorandum of Understanding dated May 9, 1997,
between the Town of Charlotte and the Demeter Fund

Memorandum of Understanding

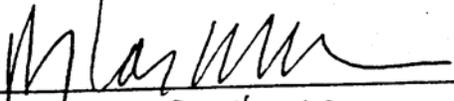
The following sets forth an understanding between The Demeter Fund (the "Fund") and the Town of Charlotte (the "Town") as represented by the Selectboard pertaining to a proposed park (the "Park") to be developed on a parcel of land located on the westerly side of Route 7 containing approximately 250 acres that the Fund will agree to develop and convey to the Town. The purpose of the Park is (1) to preserve the Park lands in their undeveloped state, protecting the scenic vistas, biodiversity, and natural beauty of the property, and continuing some historic agricultural uses as appropriate, and (2) to provide the residents of Charlotte and the general public with opportunities for aesthetic enjoyment, passive outdoor recreation, and the study of nature. The Fund and Town agree to the following stipulations:

1. The Park shall reflect the joint planning efforts of the Fund and the Town, the latter of which has been represented in planning sessions with the Fund by an Advisory Committee appointed by the Town Selectboard.
2. The Fund shall bear the responsibilities and costs associated with final design, permitting and construction of the Park.
3. The Fund shall convey title to the Park to the Town only after the Park has been constructed to the satisfaction of the Fund and the Town.
4. Upon conveyance of title to the Town, the Fund, its successors or assigns, shall retain a right of first refusal relative to re-conveyance of the Park; such re-conveyance shall not be for financial consideration unless expressly authorized by the Fund.
5. A plan for management of permitted uses, maintenance and security of the Park, typically referred to as "operations and maintenance," shall be set forth in a Management Agreement that the Fund and the Town must agree to before the Fund shall convey title to the Town.
6. Upon conveyance of title to the Town, the Town shall be responsible for all activities and costs associated with operations and maintenance of the Park.
7. The Fund and the Town may elect to involve third parties, such as the Charlotte Land Trust, to provide services in accordance with the Management Agreement.
8. The Town agrees to incorporate into the Park an approximately 25-acre tract currently in Town ownership that adjoins the Park.
9. The Park shall be used for non-commercial, passive forms of outdoor recreation and nature study only, such as birding, hiking, cross-country skiing, horseback riding and picnicking. The Park shall be managed and used in a way that is conducive to the quiet enjoyment and study of the area with its varied flora and fauna. Human activities will be conducted in a way that is respectful of wildlife and the natural environment. Motorized vehicles and bicycles shall not be permitted outside the proposed access drive and parking area except in carrying out official management, security and inspection activities.
10. The Fund and the Town shall be bound by the Conservation Restrictions conveyed to Vermont Housing & Conservation Board prior to development of the Park.

Memorandum of Understanding
Page Two

11. Physical improvements or changes to the Park may not be made by the Town without the express written approval by the Fund, its successors or assigns.
12. The Town will accept title to the Park subject to the conservation restrictions to be conveyed to the Vermont Housing & Conservation Board, the Management Agreement, the right of first refusal in favor of the Fund, the Fund's right to approve physical changes to the Park and any easements or other encumbrances presently of record.
13. The Town shall not be restricted by this agreement from charging fees for use of the Park if the Selectboard determines that these funds are essential for purposes of operations and maintenance of the Park.

For Demeter Fund:



DOUGLAS R. HORNE

5-12-97
Date

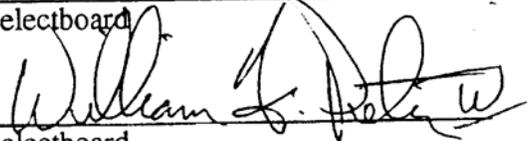
For Town of Charlotte:

 5/9/97

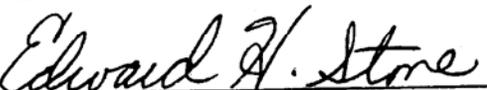
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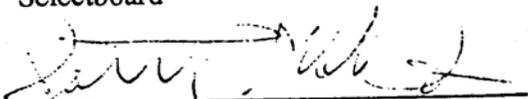
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5-12-97
Date

**Exhibit 4:
Vermont Land Trust (VLT) and the Vermont Housing and
Conservation Board (VHCB) Development Rights and
Conservation Restrictions**

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS
Public Parcel

THIS GRANT of Development Rights and Conservation Restrictions (the "Grant") is given on this 23 day of JUNE, 1998, by **THE DEMETER FUND**, a non-profit charitable and educational foundation with its principal office located in Middlebury, Addison County, Vermont, and its successors or assigns (the "Grantor"), to the **VERMONT LAND TRUST, INC. (VLT)**, a non-profit corporation with its principal offices in Montpelier, Vermont, and the **VERMONT HOUSING AND CONSERVATION BOARD (VHCB)**, an independent board of the State of Vermont, and their respective successors and assigns (hereinafter, collectively, "Grantees").

WHEREAS, VHCB is a public instrumentality of the State of Vermont existing by virtue of the Vermont Housing and Conservation Trust Fund Act, 10 V.S.A. §311 (the "Act") which provides grants and loans to eligible entities for projects which fulfill the goals of creating affordable housing for Vermonters and/or conserving and protecting Vermont's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Act provides that in the best interests of all of its citizens and in order to improve the quality of life for all Vermonters and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside, Vermont should assist in creating affordable housing and in preserving the state's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, eligible activities under the Act include, but are not limited to, the protection of agricultural land, important wildlife habitat and important natural areas, the preservation of historic properties or resources and the protection of areas suited for outdoor public recreational activity;

WHEREAS, the Town of Charlotte has been awarded a transportation system enhancement grant by the Vermont Agency of Transportation through the Agency's administration of the federal Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"); and

WHEREAS, ISTEA established an innovative program to engage in a variety of activities, including the acquisition of scenic easements, as a means to creatively and sensitively integrate surface transportation facilities into their surrounding communities, and to create the opportunity to protect the environment and provide a more aesthetic, pleasant and improved interaction with Vermont's surface transportation system for its users, and for those living next to transportation systems; and

WHEREAS, the acquisition of a scenic easement on 250 acres of land adjacent to and westerly of U.S. Route 7 in Charlotte, Vermont owned by The Demeter Fund ("Protected Property") would implement the objectives of the ISTEA Transportation Enhancement program;

WHEREAS, the value of the rights conveyed herein with respect to the 81.85 acre so-called Varney Tract (a part of the Protected Property) have been appraised for \$474,000, but Grantor has agreed to sell those rights for \$151,200, and Grantor has waived its right for an appraisal on the balance of the Protected Property, wishing instead to donate the value of the rights on the remainder.

WHEREAS, VLT has secured other private grant funds to assist in the conservation of the Demeter Fund lands for purposes consistent with the objectives of the ISTEA Transportation Enhancement Program;

WHEREAS, Grantor will hold the Protected Property for public outdoor recreation, open space, natural resource conservation and education purposes, subject to this Grant.

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that **THE DEMETER FUND**, a non-profit charitable and educational foundation with its principal office located in Middlebury, Addison County, Vermont, on behalf of itself and its successors and assigns (hereinafter "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 non-profit corporation with its principal offices in Montpelier, Vermont, and the **VERMONT HOUSING AND CONSERVATION BOARD**, an independent board of the State of Vermont, and their respective successors and assigns (hereinafter "Grantees") as tenants in common, forever, the development rights, right of first refusal, and a

perpetual conservation easement and restrictions (all as more particularly set forth below) in a certain tract of land consisting of 250 acres, more or less, of vacant land (hereinafter "Protected Property") located in the Town of Charlotte, Chittenden County, State of Vermont, said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by 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 Grantee consists of covenants on the part of 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 and shall run with the land.

I. Purposes of the Grant and Management Plan.

A. Purposes of the Grant.

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

a) Consistent with the goals set forth in 10 V.S.A. §6301, the primary purpose of this Grant is to conserve and protect the public outdoor recreational, scenic, wildlife, agricultural, forestry, 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.

b) Secondary purposes are to provide opportunities for educational activities, and permit the construction and maintenance of public trails and structures incidental to appropriate public recreational use.

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

- (i) 96 acres of prime agricultural soils;
- (ii) 93 acres of statewide agricultural soils;
- (iii) 13 acres of managed forest in the current use program;
- (iv) 1,789 feet of frontage on U.S. Route 7
- (v) The Property is in the vicinity of three other parcels previously protected by Grantees - the Nordic Farm to the east, the so-called Lavalette Parcel to the northeast, and the Clark Farm to the northeast;
- (vi) The public is afforded scenic vistas of Lake Champlain and the Adirondack Mountains from numerous locations on the Property, and from Route 7
- (vii) Traversed by 3,930 feet of Holmes Creek; and
- (viii) Wetlands, wildlife habitat.

Grantor and Grantees recognize these public outdoor recreational, scenic, wildlife, agricultural, forestry, educational and open space values of the Protected Property, and share the common purpose of conserving these values by the conveyance of conservation restrictions and development rights, to prevent the use or development of the property for any purpose or in any manner which would conflict with the maintenance of these values. Grantees accept such conservation restrictions and development rights in order to conserve these values for present and future generations.

B. Management Plan.

Grantor will, from time-to-time develop comprehensive Management Plans for the Protected Property (hereafter "Management Plans"). Said Management Plans shall:

- 1) Provide for the use and management of the Protected Property in a fashion which is not detrimental to the scenic values of the property or in a manner which is otherwise inconsistent with the objectives of the ISTEPA Transportation Enhancement Program; and
- 2) Be designed to provide reasonable public access to recreational values and opportunities associated with the Protected Property, by drawing on the expertise of recognized outdoor recreation planners; and
- 3) Be consistent with the objective of also conserving wildlife, agricultural, forestry, educational opportunities and open space values of the Protected Property; and

- 4) Otherwise be consistent with the terms and conditions of this Grant.

Prior to their final adoption, Grantor shall provide Grantees 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, open space, forestry, agricultural, wildlife habitat and educational purposes in perpetuity. No residential, commercial, industrial or mining activities shall be permitted. No building or structures shall be constructed, created, erected or moved onto the Protected Property, except as permitted by Section III(12) and (14) and the Management Plan.
2. Each time that the agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantor shall cooperate with Grantees, at Grantees' request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantor shall permit access to the fallow land by Grantees and Grantees' contractors to crop, mow or brush-hog. No obligation is hereby imposed upon Grantor or Grantees to maintain the fallow land in an open condition or in active agricultural use.
3. Except as permitted by Section III(11) and (12) of this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantee. Grantee may grant such permission if it determines, in its sole discretion, that any such improvement would be consistent with the Purposes of this Grant.
4. 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, organizations providing funding or sponsorship, boundary markers, directional signs, signs informing the public about reasonable use, interpretive signs, memorial plaques and historical markers.
5. 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 such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The temporary storage of trash in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.
6. Except as permitted by this Grant or as may be reasonably necessary to carry out the uses permitted by this Grant, 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. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.
7. There shall be no manipulation of natural watercourses, marshes, or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Protected Property under this Grant.
8. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantees, is or may possess the potential to become inconsistent with the purposes of this Grant as stated in Section I, above. However, activities on or uses of the Protected Property which are not expressly referenced in this Grant and which are consistent with said Purposes may be permitted, in the discretion of the Grantor, and with the prior written approval of Grantees, provided such activities are also consistent with the Management Plan.

III. Permitted Uses of the Protected Property.

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

9. The right to use the Protected Property for all types of non-motorized recreational purposes (including, but not limited to, hunting, trapping, fishing, bird-watching, walking, snowshoeing, horseback riding, cross-country skiing, and swimming) not inconsistent with the Purposes of this Grant as set forth in Section I.

10. The right to use the Protected Property to conduct all activities allowed by the Management Plans, provided such activities are reasonably necessary to carry out the Purposes of this Grant and are not inconsistent with the provisions of this Grant. Provided they are contained within the Management Plans, such activities may include, but shall not be limited to the management of vegetation and wildlife, and the use and management of the property for outdoor public recreation. This Section III(10) shall not be construed to authorize the construction of new structures not otherwise permitted by this Grant.

11. The right to establish, maintain and use fields, orchards and pastures for agricultural and/or horticultural purposes, and/or for the purpose of maintaining or enhancing scenic, recreational and wildlife habitat values of the Protected Property, provided that the initial forest clearing activity required to establish such fields, orchards and pastures is a component of a forest management plan described in Section III(14), below.

12. The right to construct, maintain, repair and use one (1) parking lot on the Protected Property, including associated drives and utilities, together with the right to construct improvements normally associated with a parking lot. Grantor shall secure the written permission of Grantees prior to commencing construction on any such parking lot or associated improvement, which approval shall not be unreasonably withheld or conditioned, provided the parking lot and associated improvements are of a size and in a location which are consistent with the Purposes of the Grant and are otherwise consistent with the Management Plan.

13. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by the Grantees. Grantees' approval shall not be unreasonably withheld or conditioned, provided the structure or facility is located in a manner which is consistent with the Purposes of this Grant as stated in Section I, above, and are otherwise consistent with the Management Plan.

14. The right to conduct maple sugaring operations. Further, the right to manage woodland, the right to harvest timber and other forest products, and the right to construct and maintain roads necessary for such activities, in accordance with 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 Grantees) and in accordance with a forest management plan which has been developed in consultation with the Vermont Department of Forests, Parks and Recreation (or other forestry professional approved in advance by Grantees) and which forest management plan shall be a component of the Management Plans described in Section I, above.

15. The right to construct, maintain, repair and replace structures reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education), provided that Grantor shall secure the written approval of the Grantees prior to commencing construction on any such structures. Said approval shall not be unreasonably withheld or conditioned, provided the number, location, scale, and use of said structures is consistent with the Purposes of this Grant as stated in Section I, above, and are otherwise consistent with the Management Plan.

16. 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 the location, use and construction of such new trails are consistent with the Purposes of this Grant as stated in Section I, above, and are otherwise consistent with the Management Plan. Use of the Protected Property for non-motorized, mechanized recreation such as mountain biking may be permitted in the discretion of Grantor.

17. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided said fees are reasonably necessary to support Grantor's management of the Protected Property.

18. The right to operate motorized vehicles and equipment on the Protected Property for maintenance, security and emergency purposes.

IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-motorized dispersed recreational and educational purposes (e.g. bird-watching, walking, horseback riding, snowshoeing, cross-country skiing, nature study, etc.) not

inconsistent with the Purposes of this Grant as set forth in Section I. 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 the right to permit, regulate or prohibit hunting and trapping).

In the event Grantor proposes to transfer the Protected Property into the ownership of an individual or entity which does not undertake in writing at the time of transfer to provide recreational and educational opportunities to the general public on the Protected Property, Grantor shall convey to Grantees or their designee, a public access easement. Said easement shall provide reasonable public access to recreational opportunities, shall be consistent with the Purposes of the Grant as set forth in Section I, above, and shall be in a form approved by Grantees.

V. Right of Entry.

Grantor The Demeter Fund on behalf of itself and its successors and assigns does freely give, grant, sell, convey and confirm unto the Grantees and their respective successors and assigns as tenants in common, forever, an executory interest in the form of a right of entry (all as more particularly set forth below) in and to the Protected Property more particularly described in Schedule A attached hereto and incorporated herein. Grantor covenants and agrees as follows:

- 1) Grantor shall use and maintain the Protected Property exclusively for uses permitted under this Grant, consistent with the Purposes of this Grant as set forth in Section I, and shall make the Protected Property available for public access as provided in Section IV hereof.
- 2) As owner and manager of the Protected Property, Grantor shall periodically inspect the Protected Property to assure Grantor's compliance with the terms and conditions of this Grant and shall, upon request, report the results of the inspections to Grantees.
- 3) Grantor shall take all reasonable steps to correct any violation of the terms and conditions of this Grant in the event a breach is discovered.
- 4) Grantor shall not give, grant, sell, convey, transfer, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of Grantees.

In the event Grantor takes or fails to take any action which could result in a breach or could reasonably be interpreted as expressing an intent to breach the obligations set forth in this Section, Grantees reserve the right of entry for conditions broken or an executory interest, which right, if exercised by Grantees upon such breach of, or intention to breach, the above covenants, shall be exercised by mailing a notice of violation ("Notice") by certified mail to Grantor. Said Notice shall declare that the power of termination has been exercised and shall state the breach which caused the action. Grantor shall have a period of sixty (60) days from the date of its receipt of said notice to correct the breach causing the termination. If in the reasonable opinion of Grantees the breach is not cured within said sixty-day period, the termination shall become final and a copy of the Notice shall be recorded in the Town of Charlotte Land Records. Grantees' rights and remedies under this Section V shall be in addition to the rights and remedies set forth in Section VI, below. No delay or omission by Grantees in the exercise of its rights under this Section V shall impair Grantees' rights under this clause or be construed as a waiver of the right of re-entry.

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, the Grantees 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 via certified mail, return receipt requested, and demand corrective action by the 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 which 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 Agreement, 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 Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Grant and that the Grantee have 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.

VII. Miscellaneous Provisions.

1. 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.

2. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an activity or act, and where 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 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.

3. Grantee may transfer the development rights and conservation restrictions conveyed by Grantor herein, but only to a state agency or qualified organization, as defined in 10 V.S.A. §6301a, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In any deed conveying an interest in all or part of the Protected Property, Grantor shall make reference to the grant of development rights and conservation easement, restrictions and obligations described herein and shall indicate that said 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.

5. Grantee shall be entitled to rerecord this Grant or to record a notice making reference to the existence of this Grant, in the Land Records of the Town Charlotte, as may be necessary to satisfy the requirements of the Marketable Record Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

6. In the event the development rights or conservation restrictions conveyed to the Grantee herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from such extinguishment shall be allocated between Grantor and Grantee in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantee at the time of extinguishment.

7. While title is herein conveyed to Grantees as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by the 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 Grantees who shall be bound by the final determination.

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

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

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 executory interest, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT HOUSING AND CONSERVATION BOARD, and VERMONT LAND TRUST, INC., their respective successors and assigns, to their own use and behoof forever, and the said Grantor, THE DEMETER FUND, for itself and its successors and assigns, does covenant with the said Grantees, their successors and assigns, that until the ensembling 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 as set forth in Schedule B attached hereto and incorporated herein, and it hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, Grantor has caused this Grant to be executed by its duly authorized agent on this 23 day of June, 1998.

IN THE PRESENCE OF:

GRANTOR
The Demeter Fund

[Signature]
Witness to TDF

By [Signature]
Its Duly Authorized Agent

[Signature]
Witness to TDF

STATE OF VIRGINIA
COUNTY OF Arlington, SS.

At 1900 N. Kent, Arlington, Virginia, on this 23rd day of June, 1998, personally appeared Davidas Horne, duly authorized agent of The Demeter Fund, 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 Demeter Fund, before me.

[Signature]
Notary Public CAITRIN O'CONNELL

My Commission Expires: 7/31/01

Approved by the Vermont Housing and Conservation Board:

6/26/98
Date

By: [Signature]
Its Duly Authorized Agent

**SCHEDULE A
PROTECTED PROPERTY**

Being parcels of land, with any improvements thereon, located in the Town of Charlotte, County of Chittenden and State of Vermont, and being more particularly described as follows:

Parcel One: A parcel of land with any improvements thereon, depicted as "Lot 2 - 81.85 Acres" on a plan entitled "Final Plat: Minor Subdivision, Property of Demeter Fund, Inc.", dated June, 1997, last revised August 15, 1997, and recorded as Map Clip 2 at Page 30, of the Town of Charlotte Land Records. Said parcel is more particularly described with reference thereto as follows:

Beginning at a 5/8" rebar in the westerly sideline of the U.S. Route 7 right-of-way which marks the southeasterly corner of the herein described parcel; thence proceeding S74°50'40"W 825.18 feet to a 3/4" iron pin; thence turning to the right and proceeding N08°39'35"W 529.98 feet to a 1" iron pin; thence turning to the left and proceeding S80°11'20"W 96.82 feet to a 1" iron pin; thence turning to the right and proceeding N11°29'55"W 194.06 feet to a 5/8" rebar; thence turning to the left and proceeding S77°49'15"W 229.92 feet to a 1" iron pin; thence turning to the left and proceeding S10°54'50"E 192.20 feet to a 1" iron pin; thence turning to the right and proceeding S77°47'20"W 1284.82 feet to a 1" iron pin; thence turning to the right and proceeding N09°14'00"W 1510.79 feet to a 1" iron pin; thence turning to the right and proceeding N77°21'35"E 1657.69 feet to a 5/8" rebar; thence turning to the right and proceeding S07°45'10"E 643.52 feet to a 5/8" rebar; thence turning to the left and proceeding N77°21'35"E 790.00 feet to a 5/8" rebar located in the westerly sideline of the U.S. Route 7 right-of-way; and thence turning to the right and proceeding S09°37'50"E in and along the westerly sideline of the U.S. Route 7 right-of-way consecutively 237.40 feet and 1142.62 feet to the point of beginning.

Being a portion of the property conveyed to Demeter Fund, Inc. by Warranty Deed of Douglas R. Horne dated December 13, 1994 and recorded in Volume 83 at Page 586 of the Town of Charlotte Land Records. Also being all of the property conveyed to The Demeter Fund by Warranty Deed of Harry R. Varney, Jr. and Catherine T. Varney, Trustees, dated August 23, 1996 and recorded in Volume 90 at Page 347 of the Town of Charlotte Land Records.

Parcel Two: A parcel of land with any improvements thereon depicted as "Lot 1 - 43.22 acres" and "Lot 2 - 125.28 Acres" on a plan entitled "Boundary Survey: Daniel J. & Leo O'Brien" dated July, 1994, and recorded in Map Volume 6 at Page 26 of the Town of Charlotte Land Records. Said parcel is more particularly described with reference thereto as follows:

Beginning at an iron pipe in the easterly sideline of property of the Vermont Railway and marking the northwesterly corner of the herein described parcel; thence proceeding S19°49'32"W 153.86 feet to a point; thence in a curve with a radius of 5729.58' 402.02 feet to a point; thence proceeding S24°09'42"W 100.53 feet to an iron pipe; thence turning to the left and proceeding S83°27'00"E 9.75 feet to an iron pipe; thence turning to the right and proceeding S24°10'00"W 130.83 feet to an iron pipe in the easterly sideline of the Greenbush Road right-of-way; thence proceeding in the easterly side of the Greenbush Road right-of-way consecutively S14°35'02"E 12.77 feet to a point, in a curve with a radius of 421.06' 215.91 feet to a point, S13°09'52" 32.60 feet to a point, in a curve with a radius of 1145.45' 79.24 feet to a point, S09°09'52"W 47.68 feet to a point, and in a curve with a radius of 3579.53' 174.75 feet to an iron pipe; thence turning to the left and proceeding S83°42'42"E consecutively 915.23 feet to an iron pipe and 376.59 feet to an iron pipe; thence proceeding S84°35'19"E 552.99 feet to an iron pipe; thence proceeding S82°44'16"E 943.30 feet to an iron pin; thence turning to the right and proceeding S06°17'07"W 578.82 feet to an iron pin; thence turning to the left and proceeding S80°33'05"E 1910.74 feet to a concrete monument in the westerly sideline of the U.S. Route 7 right-of-way, the actual property line along the last six survey courses being fence lines as depicted on said plan; thence turning to the left and proceeding in the westerly sideline of the U.S. Route 7 right-of-way consecutively N44°38'04"E 315.25 feet to a concrete monument and a curve with a radius of 2546.48' 516.43 feet to an iron pipe; thence turning to the right and proceeding N81°54'41"W 338.00 feet to an iron pipe; thence turning to the right and proceeding N09°38'31"E 299.00 feet to an iron pipe; thence turning to the left and proceeding N87°04'43"W 380.39 feet to an iron pipe; thence turning to the right and proceeding N05°56'29"E 1123.43 feet to an iron pipe; thence turning to the left and proceeding N84°56'27"W 96.77 feet to an iron pipe; thence proceeding N86°46'01"W 232.03 feet to an iron pipe; thence proceeding N87°17'03"W 1284.74 feet to an iron pipe; and thence proceeding N84°55'01"W 2583.93 feet to the iron pipe marking the point of beginning, the actual property line along this last survey course being the fenceline as depicted on said plan.

Being all and the same property conveyed to Demeter Fund, Inc. by the following deeds: (i) Warranty Deed of Douglas R. Horne dated December 13, 1994 and recorded in Volume 83 at Page 583 of the Town of Charlotte Land Records; and (ii) Warranty Deed of Daniel J. O'Brien and Leo O'Brien, Jr. d/b/a O'Brien Bros. dated January 5, 1995 and recorded in Volume 84 at Page 141 of the Town of Charlotte Land Records.

Included is the benefit of a right-of-way granted by Warranty Easement Deed of Harry R. Varney, Jr. and Catherine T. Varney to Daniel J. O'Brien and Leo O'Brien, Jr. d/b/a O'Brien Bros. dated January 3, 1986 and recorded in Volume 47 at Page 79 of the Town of Charlotte Land Records and subsequently conveyed by Warranty Deed of Daniel J. O'Brien and Leo O'Brien, Jr. d/b/a O'Brien Bros. to Douglas R. Horne dated August 1, 1985 and recorded in Volume 45 at Page 457 of the Town of Charlotte Land Records.

Meaning and intending to include in this description of the Protected Property all of the land depicted on a plan entitled "Walking Trails, Demeter Fund, Charlotte, Vermont" dated May 1997 prepared by Gail Henderson-King and generally described as containing 250 acres, more or less, lying on the westerly side of U.S. Route 7 in the Town of Charlotte, Vermont.

EXCEPTING and EXCLUDING an 11.47 acre parcel westerly of U.S. Route 7 and being further described as:

Beginning at a point marked by iron pins on the westerly sideline of U.S. Route 7 at the northeastern most boundary of the property; thence proceeding South 09° 37'50" East 642.07 feet along the westerly sideline of U.S. Route 7 to a point; thence turning and proceeding South 77° 21'35" West 790.00 feet across the Protected Property to a point; thence turning and proceeding North 07° 45'10" West 643.52 feet across the Protected Property to the northernmost border; thence turning and proceeding North 77° 21'35" East 788.88 feet to the point of beginning.

Reference may be made to the above described deed, maps and record, and to the deeds and records referred to therein, in further aid of this description.

SCHEDULE B EASEMENTS AND USE RESTRICTIONS

The Protected Property is subject to the following easements and use restrictions of record:

1. Rights of the public and others entitled thereto to use that portion of the Protected Property lying within the boundaries of roads maintained by one or more of the town, state or federal jurisdictions for all purposes commonly used for roads in the State of Vermont.
2. Rights of the public to use waterways and bodies of water as implied by the Public Trust Doctrine.
3. **PARCEL ONE:**
 - (a) A sixty foot right of way for access and utilities on the terms and conditions set forth in the Warranty Deed of Harry R. and Catherine Varney to Gladys Varney dated October 21, 1986 and recorded in Volume 49 at Page 552 of the Town of Charlotte Land Records.
 - (b) A sixty foot right of way for access and utilities for the benefit of Parcel Two on the terms and conditions set forth in the Warranty Easement Deed of Harry R. and Catherine T. Varney to Daniel J. O'Brien and Leo O'Brien, Jr. d/b/a O'Brien Bros. dated January 3, 1986 and recorded in Volume 47 at Page 79 of the Town of Charlotte Land Records.
 - (c) Terms and conditions of underground utility easements granted to Vermont Telephone Corporation by instruments dated April 22 1971 and recorded in Volume 31 at Page 346 and dated December 14, 1971 and recorded in Volume 31 at and Page 346 of the Town of Charlotte Land Records
 - (d) Terms and conditions of utility easement granted to Green Mountain Power

Corporation by an instrument dated August 14, 1971 and recorded in Volume 31 at Page 239 of the Town of Charlotte Land Records.

- (e) Terms and conditions arising from a Working Farm Tax Abatement Program Application Form dated April 28, 1989 and recorded in Volume 60 at Page 259 of the Town of Charlotte Land Records.
- (f) Other easements, rights of way and permit conditions as appear or are noted on the plan entitled "Final Plat, Minor Subdivision, Property of Demeter Fund, Inc. prepared by Stuart J. Morrow, dated June, 1997, last revised August 15, 1997 and recorded as Map Clip 2 at Page 30 of the Town of Charlotte Land Records.
- (g) A portion of Parcel One is subject to State of Vermont Subdivision Permit No. EC-4-1023 dated September 26, 1986 and recorded in Volume 49 at Page 391 of the Town of Charlotte Land Records.

5. PARCEL TWO:

- (a) Terms and conditions of the easements, rights of way and restrictive covenants set forth in the Warranty Deed of Daniel J. O'Brien and Leo O'Brien, Jr. d/b/a O'Brien Bros. to Douglas R. Horne dated August 1, 1985 and recorded in Volume 45 at Page 457 of the Town of Charlotte Land Records.
- (b) Terms and conditions arising from a Working Farm Tax Abatement Program Application Form dated February 20, 1990 and recorded in Volume 62 at Page 526 of the Town of Charlotte Land Records for a portion of Parcel Two (43.32 acre parcel).

6. BOTH PARCELS:

- (a) Terms and conditions of the Agricultural and Forest Land Use Value Appraisal Forms dated June 15, 1995 and recorded in Volume 86 at Pages 411 and 412 and in Volume 86 at Pages 539 and 540 of the Town of Charlotte Land Records.
- (b) Town of Charlotte Planning Commission approvals as set forth in Paragraph 3(a) below.
- (c) Right of the public to use waterways and bodies of water as defined by the public trust doctrine.

ACKNOWLEDGEMENT
Return Received (including Certificates
and, if Required, Act 250 Disclosure
Statement) and Tax Paid.

Signed Heather J. Manning *asst*
Date July 2, 1998

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

This 2nd day of July A.D. 19 98
at 10 o'clock 55 minutes A m and
recorded in vol. 99 on page 510-519
Attest Heather J. Manning *asst*
Town Clerk

**Exhibit 5:
Recommended Plantings for Hedgerows, Woodlands and
Successional Woodlands**

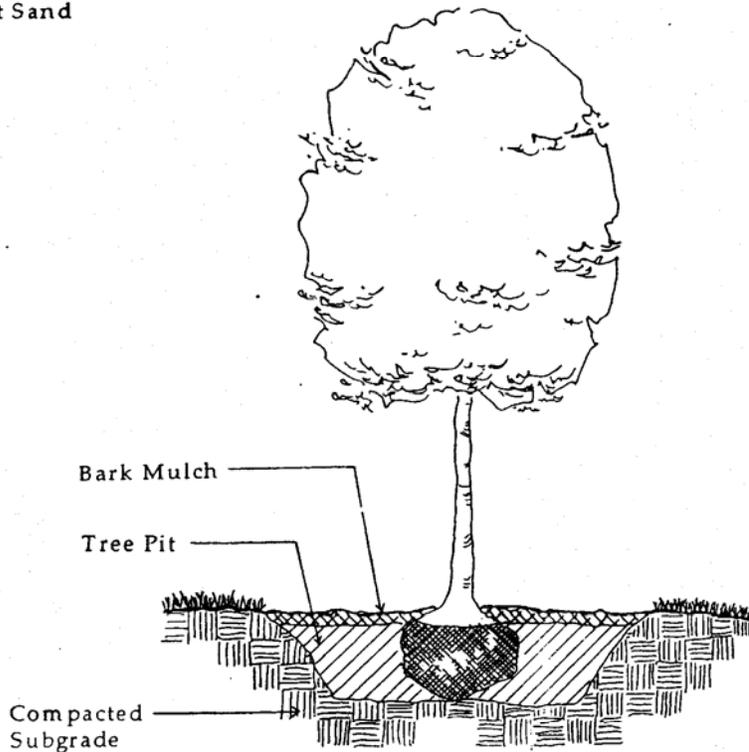
Recommended Plantings for Hedgerows			
Botanical Name	Common Name	Size	Remarks
<i>Acer rubrum</i>	Red Maple	2 1/2" Cal.	B&B
<i>Acer saccharinum</i>	Silver Maple	2 1/2" Cal.	B&B
<i>Amelanchier laevis</i>	Allegheny Serviceberry	2" Cal.	B&B
<i>Cornus racemosa</i>	Gray Dogwood	3-4' Height	B&B or Bare Root
<i>Cornus sericea</i>	Red Oiser Dogwood	3-4' Height	B&B or Bare Root
<i>Fraxinus americana</i>	White Ash	2 1/2" Cal.	B&B
<i>Fraxinus pennsylvanica</i>	Green Ash	2 1/2" Cal.	B&B
<i>Ilex verticillata</i>	Winterberry	3-4' Height	Mix of Male and Female Plants
<i>Larix laricina</i>	Eastern Larch	8-10' Height	B&B
<i>Prunus serotina</i>	Black Cherry	2" Cal.	B&B or Bare Root
<i>Prunus tomentosa</i>	Manchu Cherry	3-4' Height	B&B or Bare Root
<i>Viburnum trilobum</i>	American Cranberrybush	3-4' Height	B&B or Bare Root
<i>Viburnum trilobum</i> 'Compactum'	American Cranberrybush	2' Height	B&B or Bare Root

Recommended Plantings for Woodlands and Successional Woodlands

Botanical Name	Common Name	Size	Remarks
<i>Acer rubrum</i>	Red Maple	2 1/2" Cal.	B&B
<i>Acer saccharinum</i>	Silver Maple	2 1/2" Cal.	B&B
<i>Amelanchier laevis</i>	Allegheny Serviceberry	2" Cal.	B&B or Bare Root
<i>Betula lenta</i>	Sweet Birch	2" Cal.	B&B
<i>Betula nigra</i>	River Birch	2" Cal.	B&B or Bare Root
<i>Carya ovata</i>	Shagbark Hickory	2 1/2" Cal.	B&B
<i>Cornus racemosa</i>	Gray Dogwood	3-4' Height	B&B or Bare Root
<i>Cornus sericea</i>	Red Osier Dogwood	3-4' Height	B&B or Bare Root
<i>Fraxinus americana</i>	White Ash	2 1/2" Cal.	B&B
<i>Fraxinus pennsylvanica</i>	Green Ash	2 1/2" Cal.	B&B
<i>Ilex verticillata</i>	Winterberry	3-4' Height	Mix of Male and Female Plants
<i>Juniperus virginia</i>	Eastern Red Cedar	8' - 10' Height	B&B or Bare Root
<i>Pinus nigra</i>	Austrian Pine	8' - 10' Height	B&B or Bare Root
<i>Populus tremuloides</i>	Quaking Aspen	2 1/2" Cal.	B&B or Bare Root
<i>Prunus pennsylvanica</i>	Pin Cherry	2 1/2" Cal.	B&B
<i>Prunus serotina</i>	Black Cherry	2" Cal.	B&B
<i>Spiraea alba</i>	Meadowsweet	3-4' Height	B&B or Bare Root
<i>Viburnum trilobum</i>	American Cranberrybush	3-4' Height	B&B or Bare Root
<i>Viburnum trilobum 'Compactum'</i>	American Cranberrybush	2' Height	B&B or Bare Root

NOTES:

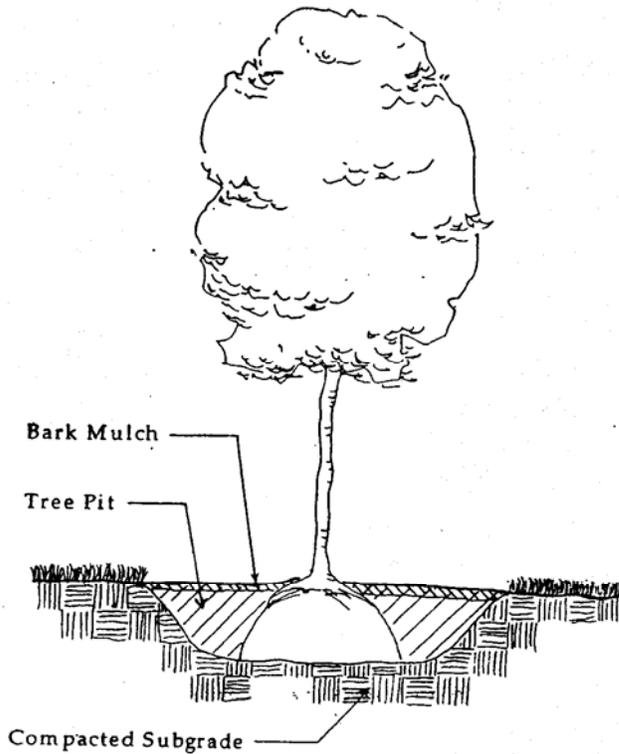
1. Tree shall bear same relationship to finished grade as it bore to previous existing grade.
2. Cut and remove burlap from top 1/3 of ball after placement into the tree pit. Loosen remaining burlap to allow for root development.
3. Use support stakes only if necessary where prevailing winds are severe. Stakes shall be removed by the Contractor at the end of the warranty period.
4. There shall be no watering berm installed around trees.
5. Soil mix for tree pit shall consist of the following ratio:
1 Part Existing Soil
2 Parts Topsoil
1 Part Peat
1 Part Sand



Section: Tree Planting - Balled and Burlaped

Not to Scale

**Typical Tree Planting Details
Charlotte Park and Wildlife Refuge**



NOTES:

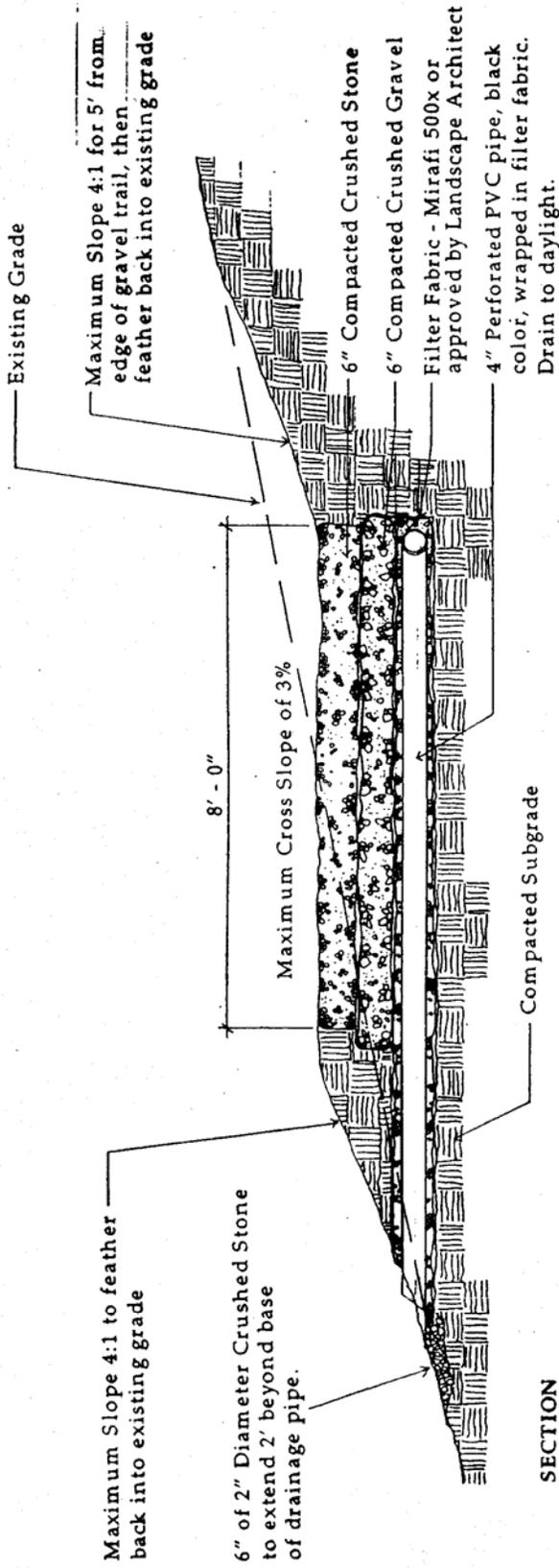
1. Tree shall bear same relationship to finished grade as it bore to previous existing grade. Roots shall be spread over a mound of soil mix.
2. Tree roots shall be dipped into a wetting agent before planting to ensure sufficient initial moisture during the critical planting stage.
3. All bare root materials shall be planted when the weather is cool and moist. Bare root planting schedule shall be approved by Landscape Architect.
4. There shall be no watering berm installed around trees.
5. Soil mix for tree pit shall consist of the following ratio:
 - 1 Part Existing Soil
 - 2 Parts Topsoil
 - 1 Part Peat
 - 1 Part Sand

Section: Tree Planting - Bare Root

Not to Scale

**Typical Tree Planting Details
Charlotte Park and Wildlife Refuge**

**Exhibit 6:
Detail of Gravel Trails**



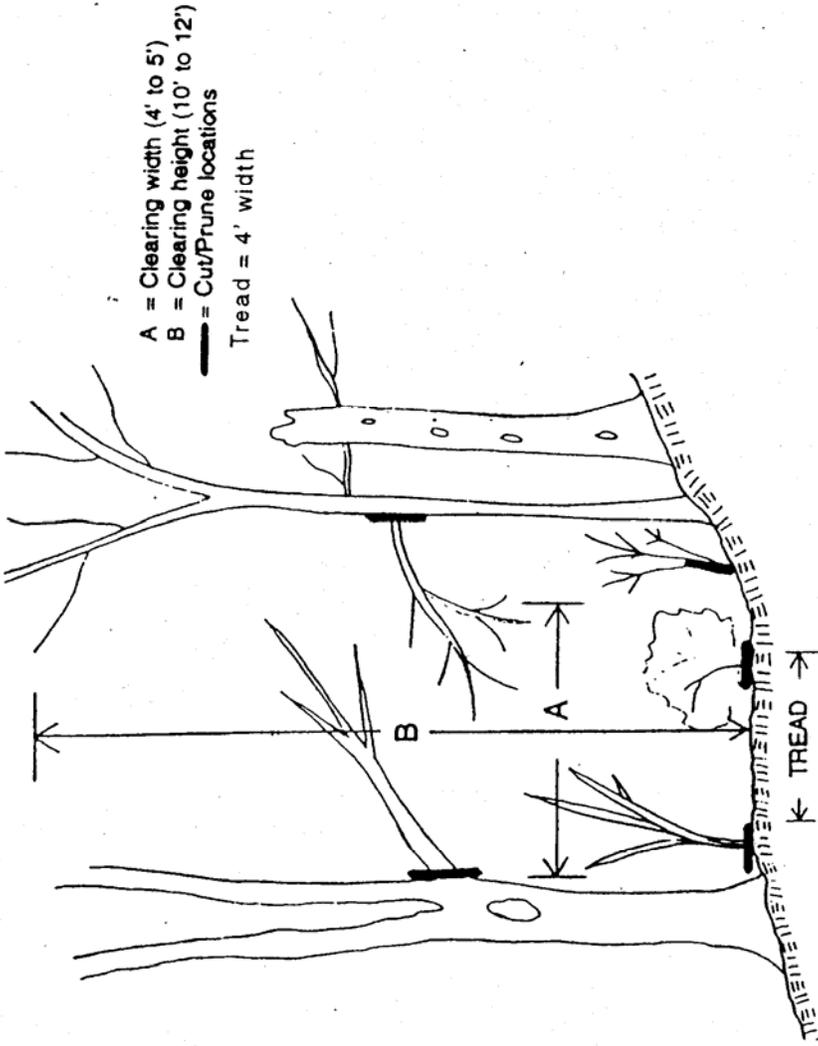
SECTION

NOTES:

1. Drainage pipe to be installed in selected locations on the gravel trail. See Sheets L-2 and L-3 for specific locations.
2. A maximum grade of 8% shall be attained on the gravel trail, where feasible. If this grade is to be exceeded, it shall not extend more than 30', where there shall be a 5' landing area of maximum grade 3%.
3. Crushed stone and gravel samples shall be provided to and approved by Landscape Architect. Crushed stone shall be a natural brown or reddish brown color only.
4. Gravel shall match existing in color and composition.

**Typical Gravel Trail Detail
Charlotte Park and Wildlife Refuge**

Exhibit 7:
Tree Pruning Detail for Hiking and Gravel Trails

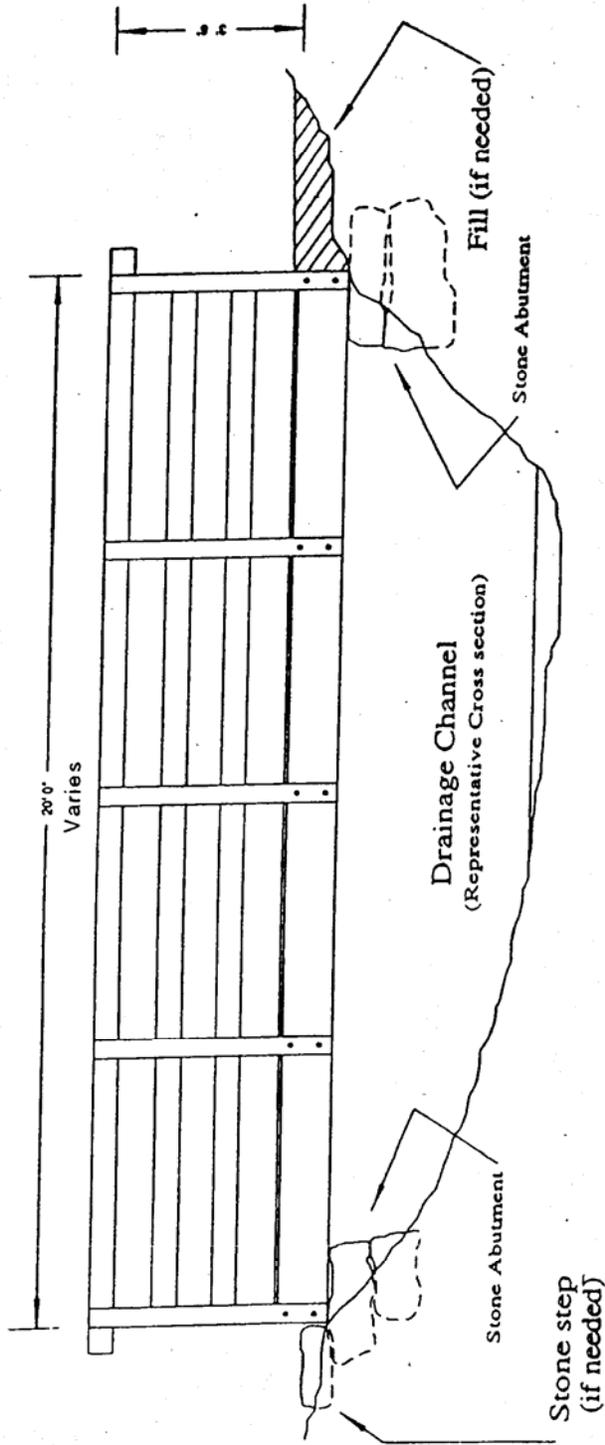


NOTES - TRAIL CLEARING

1. Cutting of vegetation should be done with hand tools and chain saws where appropriate.
2. Pruning must be done with hand operated pole saws and pruners only.
3. **Material cut must be disposed of off and out of sight of the trail.**
4. Stumps up to 4" in diameter within the treadway should be removed using hand tools or winches.
5. Branches hanging down to within 10 ft. of tread should be trimmed or removed completely.
6. Vegetation along trail may be trimmed where appropriate to highlight specimen trees or other unique features.

Typical Tree Pruning Detail for Hiking and Gravel Trails
Charlotte Park and Wildlife Refuge

**Exhibit 8:
Details of Stream and Bog Bridges**

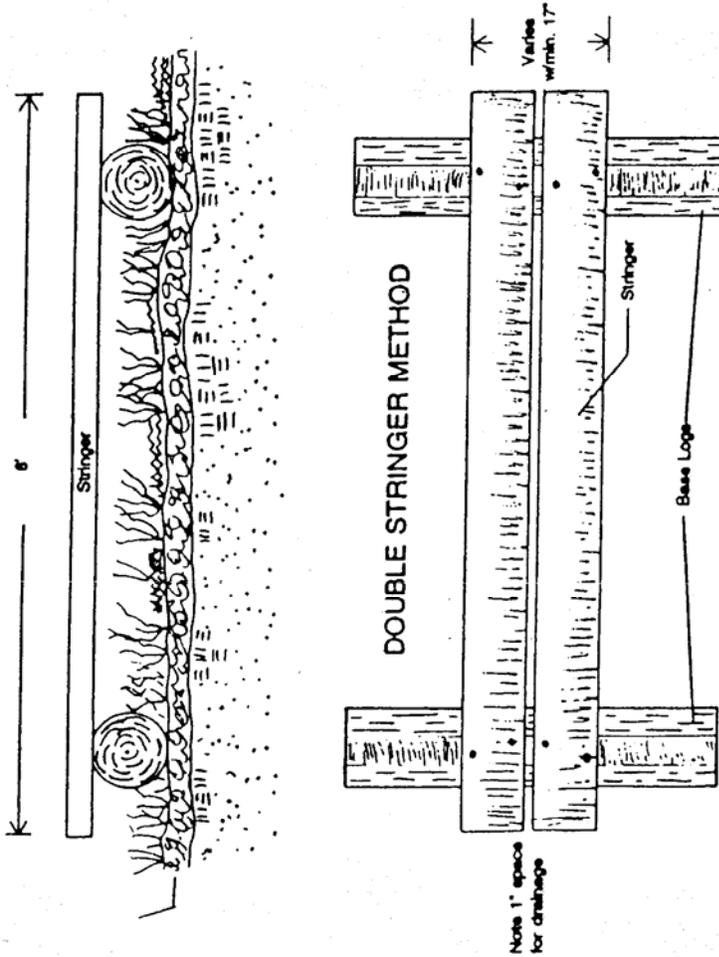


NOTES:

1. Cedar or pressure treated Southern Yellow Pine shall be used for structural members, decking and handrails with galvanized metal hardware. Replacement structural members, decking and handrails shall match existing materials and dimensions.
2. Deck width is 5 feet with handrails on both sides. Extend decking to meet existing grade. No fill shall be used without prior written approval from Landscape Architect.
3. Erosion control measures shall be used during construction of all stream bridges following the *Vermont Handbook for Soil Erosion and Sediment Control of Construction Sites*.

NOTES - BOG BRIDGES

1. If native materials are to be used only sound tamarack or cedar should be used because of its rot resistance.
2. All materials must be peated (debarked) to minimize insect damage.
3. Base logs must be a minimum of 10" in diameter (small end) and 4' to 5' in length. Base logs used on wider bridges must be wider as well. Base logs must be installed with a minimum of ground disturbance.
4. Stringers may be milled to a thickness of 3" and a length of 8 feet. Stringers must be 12" or greater in width for single stringer bog bridges and 8" or greater in width for double stringer bog bridges. An alternative method would be the use of round stringers which are topped (minimum diameter of 8") or cut in half lengthwise (minimum diameter of 14"). The base logs would then be saddle-notched to accept the stringers.
5. The 3" thick stringers must be fastened to base logs using 6" spikes. Larger stringers, if used, must be fastened with spikes which are 4" longer than the thickness of the stringer.
6. All bridge construction debris must be cleaned up upon completion of bog bridge installation.
7. Leave 3" space between bridges.



Typical Stream Bridge and Bog Bridge Details
Charlotte Park and Wildlife Refuge