Demeter File

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.

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 encumberances 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
Selectboard

Selectboard

Selectboard

Edward H. Stone
Selectboard

Selectboard

5-12-97
Date