

Baseline Documentation Report

October 12, 2009

Bombardier Meadow
Richmond, VT

Prepared By:
Richmond Land Trust
P.O. Box 605
Richmond, VT 05477

VHCB #2009-066

Baseline Documentation Report Acknowledgement

This is to certify that I, Bradford G. Elliott (*Richmond Land Trust representative/Grantor*), and I, Karen Freeman (*VHCB representative/Grantee*), duly authorized agent of the Vermont Housing & Conservation Board., do accept and acknowledge the following document, including the attached photographs as being, to the best of our respective knowledge, an accurate description of the physical features and current land uses on the subject property, and we affirm that there are no activities ongoing on this property that are inconsistent with the covenants contained in the Grant of Development Rights, Conservation Restrictions and Public Access Easement to be conveyed to Vermont Housing and Conservation Board by Richmond Land Trust.

By: Bradford G Elliott
Brad Elliott
Chair, Richmond Land Trust

[Signature]
Witness
11/05/09
Date

State of Vermont
Chittenden County, SS

At Burlington, this 5th day of November 2009, Brad Elliott personally appeared and acknowledged this instrument, by him, sealed and subscribed, to be his free act and deed.

Before me, [Signature]
Notary Public

My Commission Expires: 02/10/11

By: Karen Freeman
Duly Authorized Agent
Vermont Housing and Conservation Board

Kim Bone
Witness
11/4/09
Date

State of Vermont
Washington County, SS

At Montpelier, this 4th day of November 2009, KAREN FREEMAN personally appeared and acknowledged this instrument, by him, sealed and subscribed, to be his free act and deed.

Before me, Laurie Guille
Notary Public

My Commission Expires: 2/10/10

Bombardier Meadow Richmond, Vermont

Introduction

The purpose of the enclosed information is to describe the physical features and current land uses of the 11.1 of protected land (hereinafter "Protected Property") on which a Grant of Development Rights, Conservation Restrictions and Public Access Easement is to be conveyed by the Richmond Land Trust, Inc. (Grantor) to the Vermont Housing & Conservation Board (Grantee).

The report is based, in part, on a documentation visit by Walter Poleman and Jon Kart on September 25, 2009

Purpose for Protection of Property

Grantor and Grantee acknowledge that the Purposes of this Grant are as follows:

- (a) To conserve and protect productive agricultural land, biological diversity, important wildlife habitat and natural communities on the Protected Property and the ecological processes that sustain these natural resource values as these values exist on the date of this instrument and as they may evolve in the future.
- (b) To provide for dispersed public outdoor recreation use that is low-impact, non-commercial and non-motorized, as well as, the quiet enjoyment of the Protected Property, provided such uses are compatible with the Purposes of the Grant.
- (c) To conserve and protect the Protected Property's undeveloped character and scenic and open space resources for present and future generations.

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

- (a) Provides a scenic gateway to the Town of Richmond along Cochran Road;
- (b) Contains approximately 10 acres of prime and statewide agricultural soils;
- (c) Located at the confluence of the Winooski and Huntington Rivers, and is part of the Winooski River Floodplain Forest natural community;
- (d) Provides public access, including a riparian trail along both Rivers and connectivity with the Rivershore Preserve and Trail and the Cross Vermont Trail;
- (e) Is a site for the State-Threatened Cobblestone Tiger Beetle;
- (f) Contains two recorded archeological sites, VT-CH-619 and VT-CH-627, with CH-619 eligible for the National Register of Historic Sites; and,
- (g) Is in the vicinity of other conserved lands including the George Safford Preserve (RLT), the Lower Huntington Gorge Preserve (RLT) and the Villeneuve Property, a large working timber tract recently conserved by the Vermont Land Trust.

Grantor and Grantee recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, and development rights, to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantee accepts such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

Description and Current Use

The Protected Property is primarily agricultural field (~10-acres) and is bordered by floodplain forest and sand and gravel shorelines (~1-acres). The majority of the site is in the Federal Emergency Management Agency (FEMA) mapped floodplain. A Letter of Map Amendment (LOMA) issued by FEMA on October 14, 2008 correcting the floodplain boundary, based on a detailed topographic survey of the site indicates that a 1.3 acre portion of the field at the southeastern corner of the Protected Property is located out of the FEMA floodplain.

The Protected Property contains 7.2 acres of prime agricultural soils and 3 acres of statewide agricultural soils (all likely enriched by minerals and nutrients deposited during periodic flooding over the past several centuries). Not surprisingly, the Protected Property has supported local agriculture since at least the mid-1800's and is currently used for hay production by a local farmer; a use that the Richmond Land Trust proposes to continue into the future.

The field also contains two recorded archeological sites, VT-CH-619 and VT-CH-627, with CH-619 eligible for the National Register of Historic Sites. A conventional subsurface wastewater disposal system was installed in the southeast corner of the property in September 2009.

The Protected Property is bordered on the North (along the Winooski River) and the West (along the Huntington River) by a Silver Maple-Ostrich Fern Floodplain Forest natural community. This natural community once graced the banks of most major rivers in New England. The Vermont Nongame & Natural Heritage Program has identified Richmond's Silver Maple-Ostrich Fern Floodplain Forest (including the stretch along the Protected Property) as the largest remaining on the upper Winooski River and one of the highest quality examples remaining in Vermont.

The floodplain forest canopy shades the river, helping maintain cooler water that many native fish and amphibians require. This vegetation allows the floodplain to absorb powerful floodwaters, keeping the streambank relatively stable and filtering out sediments, nutrients and pollutants washed in from upstream. Without a healthy riparian area, floodwaters can cause significant erosion, radically reshaping the rivershores, washing phosphorous into the river and endangering local homes and other structures.

At the confluence of the Huntington and Winooski Rivers, a River Sand & Gravel Shore has developed. This high-energy shoreline natural community is found along moderate gradient rivers where the shifting sand and gravel substrate produces a sparsely vegetated shoreline. The gravel provides home to the state-threatened Cobblestone Tiger Beetle.

This shoreline, and trails to it through the floodplain forest are regularly used by anglers and paddlers to access the river. Richmond Land Trust proposes to continue these current uses of the site by providing public access to the Huntington and Winooski Rivers on the Protected Property.

The Protected Property is the iconic gateway to the eastern edge of Richmond, providing a scenic resource for visitors and passersby as well.

Restricted Uses of Protected Property

The following activities are restricted on the Protected Property, except as specifically permitted in Grant of Development Rights and Conservation Restrictions.

1. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Protected Property, except as specifically permitted in both Section III below and the Management Plans. The term structure as used in the preceding sentence shall include, but not be limited to, any telecommunications, broadcasting or transmission facility. The Protected Property shall be used for agricultural, educational, non-motorized and non-commercial recreation, habitat conservation, natural area, and open space purposes only, except as specifically permitted in both Section III below and the Management Plans.
2. Each time that the open and cleared agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantor shall cooperate with Grantee, at Grantee's 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 Grantee and Grantee's contractors to crop, mow or brush-hog. No obligation is hereby imposed upon Grantor or Grantee to maintain the fallow land in an open condition or in active agricultural use.
3. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or use restrictions shall be constructed, developed, granted or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantee, which permission shall not be unreasonably withheld or conditioned if the proposed right-of-way, easement of ingress or egress, driveway, road, utility line, other easement or use restriction is consistent with the Purposes of this Grant.
4. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including, but not limited to, signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV of the Grant of Development Rights and Conservation Restrictions). With prior written permission of Grantor, Grantee may erect and maintain signs designating the Protected Property as land under easement protection by Grantee.

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 locations, if any, and in a manner which is consistent with this Grant and permitted by the Management Plans. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted.
6. There shall be no disturbance of the surface of the Protected Property including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant and provided for in the Management Plans. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.
7. Grantor shall not give, grant, sell, convey, subdivide, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantee.
8. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as property management and for emergency purposes. Snowmobiling may be permitted as provided for in the Management Plans. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. However, Grantor may permit motor driven wheelchairs or all-terrain vehicles for use by handicapped persons on the Protected Property if consistent with the Purposes of this Grant. For purposes of this Grant, all-terrain vehicles include, but are not limited to, motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.
9. There shall be no manipulation or alteration of natural watercourses, lakeshores, wetlands, water levels and/or flow or other waterbodies except as may be provided for in the Management Plans.
10. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantees, is not or is not likely to be consistent with the Purposes of this Grant. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

This is only a summary; for a complete description of these restrictions, refer to the Grant of Development Rights, and Conservation Restrictions.

Permitted Uses of Protected Property

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

1. The right to use the Protected Property for all types of non-commercial, non-motorized, non-mechanized dispersed outdoor recreational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, snowshoeing, walking, and wildlife observation) consistent with the Purposes of this Grant and the Management Plans.
2. The right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures together with the right to construct, maintain and repair fences and access roads for these purposes, all in accordance with sound agricultural practices and sound husbandry principles; provided, however, that Grantor shall obtain Grantee's prior written approval to clear-cut forest land to establish fields, orchards or pastures.
3. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, and are provided for in the Management Plans.
4. The right to use the Protected Property to conduct all activities allowed by the Management Plans, provided that such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the Purposes of this Grant, and provided further that such activities are provided for in the Management Plans, such activities may include, but shall not be limited to, agriculture, the non-commercial management of vegetation and wildlife, and the use and management of the Protected Property for non-motorized, non-commercial recreation. This shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.
5. The right to construct, maintain, repair and replace a permeable surfaced parking area, said parking area with a parking capacity no greater than four (4) passenger automobiles, at the location generally depicted as "Parking Area" on the Bombardier Meadow Conservation Plan, or at such other location mutually agreed upon in writing by Grantor and Grantees. Said parking area shall be used only in connection with uses permitted under this Grant. Prior to the commencement of construction on such parking area, Grantor shall secure the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned, provided the parking area is of a size, location and configuration which is consistent with the Purposes of this Grant as stated in Section I, and Section III(5) of the Grant of Development Rights, and Conservation Restrictions.
6. The right to conduct periodic, temporary community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events.
7. The right to charge a fee or otherwise obtain consideration for uses and activities otherwise permitted by this Grant, including, but not limited to, such functions as social, fundraising, entertainment, recreational (including the use of trails) and educational activities conducted by or with the approval of Grantor, provided such fees are reasonably necessary to support Grantor's management of the Protected

Description of Photographic Points**Bombardier Meadow**

Photo	Direction	Description
1.	304	NE corner of property
2.	130	NW corner of property
3.	180	floodplain forest with goutweed and black willow
4.	200	NW corner of property
5.	286	NE corner of field
6.	169	W edge of field
7.	148	NW corner of field
8.	115	N edge of field
9.	200	Cochran Rd
10.	59	Huntington River Bridge
11.	100	SW corner of property
12.	135	SW corner of property

Map showing location of photo points on Bombardier Property

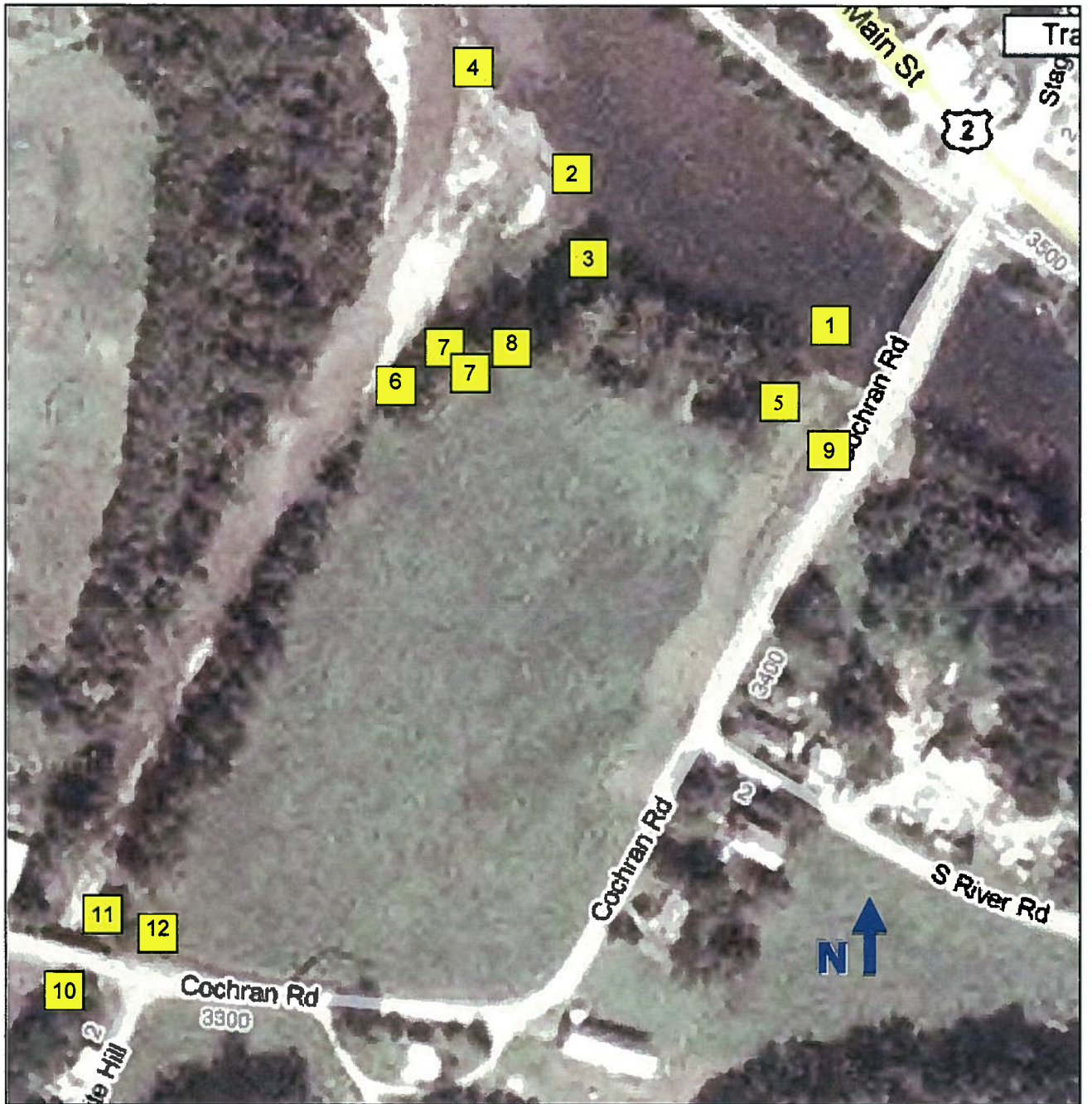


Photo points 1-6 on Bombardier Property

All photos taken 9/26/2009



Picture 1: 304 degrees



Picture 2: 130 degrees



Picture 3: 180 degrees



Picture 4: 200 degrees



Picture 5: 286 degrees



Picture 6: 169 degrees

Photo points 7-12 on Bombardier Property

All photos taken 9/26/2009



Photo 7: 148 degrees



Photo 8: 115 degrees



Photo 9: 200 degrees



Photo 10: 59 degrees



Photo 11: 100 degrees



Photo 12: 135 degrees

Reviewed and Accepted by:

Chair
Richmond Land Trust

Barbara 11/4/09

Duly Authorized Agent
Vermont Housing and
Conservation Board

Date

Date

Approximate Location of
State-Threatened
Cobblestone Tiger Beetle

50 Foot Riparian Buffer
(not to scale)

Richmond Riparian Corridor
Floodplain Forest Conserved
By Richmond Land Trust

Richmond Riparian Corridor
Floodplain Forest (NNHP)

Eastern Terminus of
Rivershore Trail -- to
Richmond Village (3 mi.)

Proposed Location
Of Future Parking Area

Riparian Trail
To River Mouth

Archeological Site VT-CH-627

Archeological Site
VT-CH-619

Cross Vermont Trail

10.2 acres Primary
Agricultural Soils

Location of Reserved
Septic Easement

Town Parking Area

Winooski River

Huntington River

Cochran Rd.

US Rt. 2



**Richmond Land Trust
Bombardier Meadow**
Town of Richmond
Chittenden County, Vermont
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VHCB #2009-066
Scale: One inch equals 232 feet

