

**Conservation Management Plan
for the
Willis Hill Preserve**

Prepared by:

Richmond Land Trust
P.O. Box 605
Richmond, VT 05477

December 2016

I. Introduction

A. This Management Plan and subsequent revisions to it will provide a framework for the long term and day-to-day use and management of the Willis Hill Property (the “Property”). The Richmond Land Trust (“RLT”), as the property owner, will carry out the Management Plan with the assistance of a stewardship committee and in cooperation with adjacent landowners, including Camel’s Hump Middle School and Richmond Elementary School. A copy of this Management Plan and any revisions to it will be provided to the Vermont Housing and Conservation Board (“VHCB”), as the conservation easement holder, and to the Vermont Department of Forests, Parks, and Recreation (“FPR”) in support of the property’s enrollment in the Use Value Appraisal Program.

See Appendix A for specific details pertaining to the ownership, location, size, and other information concerning the Property.

B. Goals of the Management Plan

This Management Plan is intended to enable multiple uses of the Property to achieve the conservation, education, and recreation purposes intended by RLT for the Property as set forth and subject to the restrictions and obligations set forth herein.

This Management Plan is intended to meet the requirements for annual enrollment of the Property in the Use Value Appraisal Program and shall at all times be maintained in a manner sufficient to meet the requirements of that program.

This Management Plan also carries out the purposes of the Grant of Development Rights, Conservation Restrictions, and Public Access Easement (the “Conservation Easement”) conveyed by RLT to VHCB. These purposes are listed below:

1. 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.
2. To provide for dispersed public outdoor recreation and educational uses that are 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.
3. To conserve and protect the Protected Property’s undeveloped character and scenic and open space resources for present and future generations.

4. To ensure that the Protected Property will be owned in perpetuity by a qualified nonprofit, municipality, public or other entity approved by Grantee.
- The purposes of the easement will be advanced by conserving the Protected Property because it possesses the following attributes:
 - Provides a scenic gateway to the Village of Richmond ;
 - 810 feet of frontage on West Main Street, (US Route 2), a public highway with scenic vistas;
 - 5 acres of statewide rated agricultural soils;
 - 7.5 acres of wetlands;
 - 1,060 feet of frontage on Donahue Brook;
 - Is used as an outdoor classroom by the Camel's Hump Middle and Richmond Elementary Schools;
 - Provides public access, including a network of trails used by the school sports programs; and,
 - Includes the potential to develop a winter sledding hill available to the public.

C. Responsibilities of RLT and Others

- RLT is the fee owner of the property, having taken title on December 19, 2014.
- The Vermont Housing and Conservation Board is the sole holder of a conservation easement on the Property pursuant to a Grant of Development Rights, Conservation Restrictions, and Public Access Easement ("the Easement") conveyed by RLT to VHCB.
- RLT will be primarily responsible for implementing the management of the property with the assistance of a local stewardship committee whose representation shall include the RLT Board, neighbors to the property, including representatives of Camel's Hump Middle School (CHMS) and Richmond Elementary School (RES), the Richmond Conservation Commission, and members of the community.
- As the owner, RLT is authorized to make decisions concerning the Property, subject to and consistent with the terms of the Easement.

II. Background

The Property is a 19.53 acre scenic, wooded hillside and wetland meadow in the scenic Winooski River Valley at the entrance to Richmond Village. Adjacent properties include Camel's Hump Middle School and Riverview Cemetery (Town of Richmond) to the east, U.S. Route 2 to the south, a parcel owned Robert and Joy Reap to the west proposed for future mixed-use residential and commercial development , and Interstate 89 to the north.

The Property was a portion of a larger parcel owned by the Willis family of Richmond and subdivided in 2013 into three lots. Two of the lots were purchased by Robert and Joy Reap and will be used for residential and commercial purposes. The Richmond Land Trust purchased the third lot on December 19, 2014. RLT received a grant of \$67,500 from the Vermont Housing and Conservation Board, a grant of \$64,000 from the Richmond Conservation Reserve Fund, and raised \$47,000 in local funds to complete the project.

Prior to the Willis family, the property was owned by the Westall family which operated a dairy farm and tourist home. See Appendix B for postcard view, circa 1933, prior to the construction of Interstate 89, which shows the Westall farm, with the lower portion of the 22-acre parcel to be acquired by RLT in the foreground. Active farming of the property ceased in the 1980s, however the wetland meadow adjacent to Route 2 has been hayed or brush hogged periodically since then.

A 7.5 acre portion of the property adjacent to Route 2 has been identified as a Class 2 Wetland. A 1,000 foot section of Donahue Brook follows the western edge of the property before it passes under Rt. 2 and flows into the Winooski River. Approximately 5 acres of the property are also mapped as primary agricultural soils by the Natural Resources Conservation Service.

Current access to the property is from the CHMS and RES parking lot, walking across the CHMS playing fields to the top of the hill. Richmond Land Trust plans to construct a driveway and parking area from Route 2 to provide better public access to the property (see below).

The 19.53 acre Property is located in the Gateway Zoning District, which allows for a variety of commercial uses as well as single and multi-family dwellings, with an emphasis on protecting the scenic qualities of the gateway area.

III. Current and Expected Uses

A. Current Uses

The Property is currently used on an occasional basis by CHMS students and the general public for general recreation. A mowed path on the upper portion of the property provides access from the CHMS playing fields for walking and running.

B. Expected Uses

The principal uses of the Property, in addition to conservation, will be public recreation, education, and emergency egress from the adjacent school properties. The overarching goal of this Management Plan is to appropriately promote and balance these multiple uses of the Property while also maintaining compliance with the Easement.

Conservation

The Property provides valuable habitat, wetland and riparian protections, and a wildlife corridor in a part of Richmond with significant traffic.

Public Access and Recreation

Richmond has one small sledding hill, adjacent to the Round Church, used primarily by preschool children. There is no other publicly accessible hill in Richmond which can be used for town residents and others for sledding. RLT will clear portions of the Property for use as a sledding hill and for general public recreation. The central portion of the hill was cleared in December 2014, shortly after RLT closed on the property. Other portions will be cleared in the future. The remainder of the Property will be left in its natural state for use as an outdoor classroom and to support sports activities.

The conservation easement requires the Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, sliding, snowshoeing, walking, and wildlife observation) consistent with the Purposes of this Grant and the Management Plans. Notwithstanding the foregoing, the 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, but not limited to, the right to permit or regulate hunting). If RLT approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

Education

RLT has worked with the principals of Camels Hump Middle School and Richmond Elementary School and the Superintendent of the Chittenden East Supervisory Union to ensure the Property meets the needs of the schools as well as the general public. Access to the Property will allow the schools to expand their academic and athletic offerings, which are currently limited by the small size of the school site. Possible academic uses identified by CHMS include reptile and amphibian data collection, wetland monitoring, water quality monitoring, animal tracking, winter ecology, and land succession. Possible athletic/intramural activities include cross country

running, cross country skiing, and mountain biking. RLT will develop a cooperative agreement with CHMS and RES to establish a process for identifying, approving and monitoring specific uses of the Property by the two schools.

RES teachers were surveyed in April 2016 about their potential use of the Property. See Appendix C for survey responses. Most RES teachers indicated they would use the property with their students for recreational or educational activities. Some teachers said that facilities such as a shelter or bathroom would make it easier to use the Property.

2016-2017 School Year – Proposed Uses

Two 7th grade classes from Camel's Hump Middle School, Team Grit and Team Spark, are engaged in a year-long investigation of the Willis Hill Preserve in September 2016. Two members of the Willis Hill Stewardship Committee spoke to the classes about the history and the mission of the Richmond Land Trust as the students began this activity. During the 2016-2017 school year, the classes will inventory the natural features of the Property and make recommendations for future trails, educational activities, and other uses. The classes will present their recommendations to the Stewardship Committee and the Land Trust Board at the end of the school year.

Emergency Egress

Access to the site will significantly improve the emergency plan for CHMS and RES. The plan calls for students and staff to evacuate the schools through the Willis property and the adjacent Riverview Cemetery, in the event that the single access road to the schools is blocked or impacted by an emergency. This plan would require closing or restricting traffic on Route 2 while 700 students and adults are safely loaded onto buses. The proposed parking area on the Willis property will facilitate the emergency plan by providing a safe location for staff and students to congregate while being loaded onto busses and would avoid the need to restrict traffic on Route 2, the principle access to Richmond Village from the west.

IV. Gates and Boundary Marking and Posting

There are no current plans to install gates or other barriers to restrict access to the Property. The boundary between the Property and the adjacent school site will be marked to avoid possible encroachment in the future.

Richmond Land Trust has conveyed a .69 acre portion of the Property to Camel's Hump Middle School to facilitate the reconfiguration and expansion of the school's sports fields. The reconfiguration of the sports

fields will also enable the construction of three tennis courts elsewhere on the school site, a long-standing community priority. Planning and fundraising for the tennis courts is currently underway.

V. Current Physical Improvements to Property

The only current physical improvement to the Property is a sledding hill in the central portion of the Property, which was cleared shortly after the property was acquired. The hill can be accessed from the adjacent school site.

VI. Description of Proposed Physical Improvements to Property

RLT has developed a plan to construct a driveway and parking area adjacent to Route 2 to provide improved public access to the property and to facilitate emergency egress from the adjacent school. RLT will secure any necessary local and state permits prior to construction of the driveway and parking area in the summer of 2016.

Trail Development

The Stewardship Committee has discussed trail development and has received input from the Richmond Trails Committee and the former Operations Director of the Vermont Youth Conservation Corps. Initial trail development will focus on connecting the parking lot with the existing trail system which begins at the CHMS athletic fields. Future trails may include a recreational trail along the edge of the wetland at the base of the hillside, with a possible connector trail to Donohue Brook. All new trail development will be coordinated to insure that trails do not interfere with natural resource inventories, tracking, and other data gathering by CHMS/RES teachers and students.

Reserved Rights of Way

The deed from Beverley Willis to the Richmond Land Trust includes two reserved rights of way which benefit adjacent property owners: (a) a fifty foot (50') wide easement for the construction, installation, repair, replacement and maintenance of utilities for the benefit of the adjoining lands now or formerly of Reap; and (b) a one hundred foot (100') wide emergency access easement and right of way for the benefit of adjoining lands now or formerly of the Chittenden East Supervisory Union School District (f/k/a Mount Mansfield Union School District No. 17). Both of these rights of way are generally located on the northern end of the Property, adjacent to the boundary with Interstate 89. The rights of way are more specifically described in the prior deed from Beverley Willis to Reap. There are no plans at this time to construct utilities or an emergency access across the property.

VII. Management of the Property

- A member of the Willis Hill Stewardship Committee will monitor the property for illegal activities such as dumping, prohibited uses of the property, damage to signs, etc.
- No new physical improvements or structures are permitted except as outlined in the conservation easement and this Management Plan.
- Vehicular traffic is prohibited. No motorized vehicles are permitted outside of the designated parking area which will be constructed under the terms of the conservation easement.
- Intensive uses with negative resource impacts are prohibited. All types of non-commercial, non-motorized, non-mechanized dispersed outdoor recreational uses (including, but not limited to, birdwatching, cross-country skiing, hiking, snowshoeing, walking, and wildlife observation) consistent with the purposes of the easement are permitted.
- Cutting/removal/harvesting of native plant and animal species is prohibited unless specified in the management plan.
- Forest Management is not a permitted activity at this time. However, limited clearing of wooded areas of the Property may take place to facilitate use of the property as a sledding hill.
- The conservation easement establishes a Riparian Buffer Zone for all portions of the Property lying within fifty feet (50') of Donohue Brook, measured outward away from the Brook from the top of the bank, as it passes over the Property, and including any land located between the top of the bank and the Brook. The general location of the Riparian Buffer Zone is depicted on the Conservation Plan. Within the RBZ all vegetation management activities shall be focused on the goals of retaining soil integrity, natural hydrology, and water quality values, and shall meet or exceed the requirements of the "Vermont Water Quality Standards."
- No disturbance of the surface of the 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, is permitted under the terms of the conservation easement.
- Occasional community events are authorized under the terms of the conservation easement if they do not conflict with the other purposes of the easement. No such events are planned at this time. Future management plans will address this issue in more detail as necessary.

IX. Natural Features Inventory

The most significant natural features of the property are the 7.5 acre wetland, the 5 acres of primary agricultural soils, and Donohue Brook along the western border of the property. A Baseline Documentation Report has been prepared by Kris Hammer, VHCB's Conservation Stewardship Coordinator. This report includes a preliminary inventory of the natural features of the property.

The inventory will be expanded as the property is used as an outdoor classroom by Camel's Hump Middle School and Richmond Elementary School. Updates to the Natural Features Inventory will be included in future revisions of the Management Plan. As referenced above, the CHMS 7/8 classes plan to begin a natural resource inventory and interpretive trail project in the fall of 2016.

X. Management Plan Updates

The Willis Hill Stewardship Committee will periodically review the Management Plan and recommend revisions for approval by the RLT Board, VHCB, and FPR.

In order to promote the multiple uses of the property (conservation, education, recreation) RLT and the Willis Hill Stewardship Committee will actively encourage participation by the Camel's Hump Middle School and Richmond Elementary School in gathering data and focusing the content of future updates to the Management Plan. Involving these students, themselves users of the Property, in the management of the Property will help RLT gather data to ensure the balanced use of the Property as contemplated herein, while also providing a practical application for combining science with civics, writing, and other educational areas. Students will be encouraged to conduct natural resource inventories and other data gathering so that site conditions can be monitored over time, and students will be invited to make periodic recommendations to RLT and the Willis Hill Stewardship Committee on future updates to the Management Plan.

New information gathered as a result of the Natural Features Inventory and other research will be added to the management plan. The committee shall hold at least one publicly warned meeting in conjunction with a regularly scheduled or special meeting of the Richmond Conservation Commission in order to gather public input on the management of the property.

The management plan will be updated every five years or at such times as new uses or management goals are identified. Prior to adoption of any revised management plan the stewardship committee shall hold at least one publicly warned meeting in conjunction with a regularly scheduled or special meeting of the Richmond Conservation Commission in order to gather public input on the management of the property.

- Appendix A: Property Details
- Appendix B: Photos
- Appendix C: Richmond Elementary School Survey
- Appendix E: Conservation Easement
- Appendix E: Willis Hill Conservation Map

Appendix A – Property Details

I. Landowner:

Richmond Land Trust
P.O. Box 605
Richmond, VT 06577

II. Contact Person:

Lou Borie
400 Stonefence Rd.
Richmond, VT 05477
(802)578-9678
borie@madriver.com

III. Name and Location of Property:

Willis Hill Preserve, US Rt 2, Richmond, Vermont

IV. Acreage and Towns:

19.53 acres, Town of Richmond

V. Orthophoto Number:

VT_112212_20130421

VI. Grand List Description:

Richmond Land Trust, Inc., 19.52 acres

Appendix B - Photos



Willis Hill Parcel (2014)



31.
WESTALL FARM, RICHMOND, VT. TOURISTS,
12 MI. SOUTH OF BURLINGTON ON ROAD TO MONTPELIER.

Westall Farm, circa 1933; lower portion of Willis Parcel in foreground



Camel's Hump and gateway to Richmond Village, showing Willis Hill in center of photo (1990)



Camel's Hump and gateway to Richmond Village, showing Willis Hill in center of photo (2014)

Appendix C – RES Survey

Richmond Elementary School Teacher Feedback on Willis Hill Usage

April 2016

Conversation and Google form administered by Mike Berry, compiled by Amy Powers
Process:

At a request from the Willis Hill Committee (Amy, Lou), Mike Berry shared the overview and map of the area with RES teaching staff during a portion of their full staff meeting, facilitated a discussion. Based on our suggestions for discussion questions, he created a brief survey and their exit ticket was to complete the google survey.

Google form unedited responses:

Do you see yourself potentially using the Willis Hill land with students in the future?(18 responses)

- Yes, likely 33.3% (n=10)
- No, not likely 11.1% (n=2)
- Maybe 55.6% (n=6)

For those that do, how do you see yourself using the Willis Hill land with your students, either recreationally or academically?(18 responses)

- walking, access to nature,
- Both
- academically
- I only have students for a limited group time during the day
- I see this as a wonderful way to extend the classroom for math, literacy, science.
- When curriculum connections, time, and weather allow, I would use the space to explore plant and animal interdependence.
- I don't really see this as a feasible option for me personally
- For Science Curriculum and for celebrations
- I would like to walk with students and explore the trails. I would use it for any of our science units that I am involved in.
- Academically-- It would fit into several science lessons for hands-on learning for interdependence (organisms) and geology to look for signs of erosion.
- I see myself using the trails both for recreation and academics. Your answer
- Recreational activities like running walking club
- So many ways! We can take walks and sit outside to write. It would be great if there were benches and boulders and spaces with mowed grass where you can go and sit to write or do work. It would be amazing to have an outdoor classroom, a lean-too, and even a yurt or two that could be used year round as close to the school as possible. This space can be used for science class also and doing community building activities.
- I think this could be a good opportunity to connect local spaces to the curriculum. It

would fit well with science (3rd grade studies organisms and interdependence; 4th grade will be studying geology and erosion).

- both- I can see our class using the land for science activities. We could study the different areas and explore organisms that reside in those areas. It would be great to use the land as an outdoor classroom to read and write in as well. In addition, sledding, snowshoeing, hiking, and snowboarding are all possibilities.

- Academically

1

- I teach Spanish so I see walking in the area and identifying the surroundings in Spanish.

- I could see both being an option.

Looking at the map, where would you imagine it being useful for RLT to build trails to make

access easier? What features would you want easy access to? What kinds of routes?(18

responses)

- direct routes from school to the area

- Yes, water, wetlands, The trail would be best if it is not too steep

- trails, a bathroom, a lean too or teepee

- For the sledding hill

- Having access to the sledding hill and the wetlands would be great.

- I'd like routes that are wide enough for students to walk 2x2, and the pitch to be gradual. I'd also really like a structure or place for students to put down materials and do some writing and discussing.

- Easier access would definitely be useful, especially when considering bringing younger students, or large groups.

- The proposal I heard [today](#) was fine. easy access to the wetlands would be great, as it's a direct connection to my curriculum

- Not sure

- Easy access to the stream, wetlands while being able to keep eyes on all students.

- Safe trails without poisonous plants.

- from the graveyard access

- That's a little hard to answer for me. The paths have to start where the mowed paths are now--or from there. Again, creating outdoor classrooms and mowed spaces where kids can be safely off the trails to work--because this will be utilized by the entire community.

- Wetland access; stream access. Boardwalk or something similar to access wetland.

- I'm not sure where the trails should be built but please consider the small stride of preschool and kindergarten students as the trails are designed and built.

- Trails close to RES, trails that are not too steep. Loops of various lengths are great. Access to forest and meadow, access to wetland for observation.

- Make access from RES easy

- Access to stream or vernal pools for springtime exploration of life cycles for various organisms.

What are the challenges to using this land with your scholars?(18 responses)

- accessibility
- Structure once we get there to put stuff down (lean to) restroom, accessibility for handicapped students
- no bathroom, long commute
- Bathrooms aren't readily available.
- no bathroom facilities, not handicap accessible, no shelter, distance
- bathrooms
- I have short amounts of time with my groups of students (not a classroom teacher), so the challenge for my would be the timing (not enough time to get there and back and actually utilize the space.
- students with disabilities, restroom access, would like to have a "meeting spot" on the property (a yurt?)
- Bathroom Access so all scholars can participate (handicap accessibility)
- *The distance from RES and lack of facilities when working with young students.
*Perhaps a "learning space" of some sort -- a lean-to, picnic tables, etc. that would make the space into an outdoor classroom space for one (or more!) classes.
*Students with mobility issues may have difficulty reaching the space by walking. Other options for transportation (parking area, etc.) would be nice to have available.
- Bathrooms, shelter, safe places to sit down.
- unknown as of yet
- Bathrooms and water. It would be great if you could have bathrooms and a drinking fountain available. Would bathrooms in two different places be possible--because it is so spread out?
- Having time to explore the area to understand the property and how to use it. Distance from the school. Work space for kids--lean-to, or benches, place to meet with kids for discussions.
- bathrooms- young children are going to need a bathroom within easy access of the trails, etc. outdoor structure- lean to (cover), something to sit on (This would make the land and its resources more accessible throughout the school year, even in inclement weather.) handicap accessible
- The distance from our building and the time it would take us to get there. The lack of bathrooms within a reasonable distance for our youngest students.
- Need a bathroom! If we are going to walk down with k-4 grades, need to have a bathroom option. A shelter would also be helpful, but bathroom a necessity.
- The lack of bathrooms due to the distance back to the building.

What supports would you need to make good use of this resource?(18 responses)

- handicap accessibility
- Walkability
- people, easy trails, a bathroom
- Easier Access
- bathroom facility, handicap accessibility, shelter, manageable paths for little feet.
- a tour!
- I don't think it will be a resource I am able to use, but I think it is a great option for the whole classrooms

- making sure that there's time provided in our schedule to do science and more comprehensive and involved activities that justify all this effort
- A place to leave items- teaching items Shelter
- A tour of the property to understand and know what environmental spaces are available.
- I will think about it.
- bathrooms (portalets?)
- It would be great if they could make our curriculum one that calls for us to go outside more. This is so wonderful! I would love to see it ready to go at the start of next year!!!
- Bathrooms, trail maintenance; connections to naturalists and other experts
- trail markers well maintained trails perhaps posts identifying interesting things in the immediate area perhaps training or a walk through with an expert about the area maps of the area
- It would be absolutely amazing to have an outdoor classroom that included seating (thinking about Shelburne Farms outdoor classrooms as an example). A bathroom. May need additional adult support when taking students this distance (also....is there reliable cell service in this area? and if not we would need a way to contact the school in emergencies).
- Just time in my schedule.
- It would be awesome to have a lean too with white board, bulletin boards and space for 50+ students. This would allow us to spend more time and do some of the direct teaching down there.

**GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS
and PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **RICHMOND LAND TRUST, INC.**, a Vermont nonprofit corporation with an address of P.O. Box 605, Richmond, Vermont 05477, 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 HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with an address of 58 East State Street, Montpelier, Vermont 05602 (hereinafter "Grantee") and its successors and assigns, the development rights and a perpetual conservation easement and restrictions and public access easement (all as more particularly set forth below) in a certain tract of land situated in the Town of Richmond, County of Chittenden and State of Vermont and being more particularly described in **Schedule A** (hereinafter "Protected Property").

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 and public access easement hereby conveyed to Grantee consist 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 this Grant and Management Plans.

A. Statement of Purposes.

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

(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 and educational uses that are 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.

(d) To insure that the Protected Property will be owned in perpetuity by a qualified nonprofit, municipality, public or other entity approved by Grantee.

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
At 9 o'clock — minutes A M. and recorded in
Book 229 Page 023-053 of Land Records
Attest: MARY ANN Ass't Town Clerk
DEC 29 2014

CS002

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

- (a) Provides a scenic gateway to the Village of Richmond ;
- (b) 810 feet of frontage on West Main Street, (US Route 2), a public highway with scenic vistas;
- (c) 5 acres of statewide rated agricultural soils;
- (d) 7.5 acres of wetlands;
- (e) 1060 feet of frontage on Donahue Brook;
- (f) Is used as an outdoor classroom by the Camel's Hump Middle and Elementary Schools;
- (g) Provides public access, including a network of trails used by the school sports programs; and,
- (h) Includes the potential to develop a winter sledding hill available to the public.

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.

B. Management Plans.

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

- 1. Provide for the use and management of the Protected Property in a fashion which is consistent with the Purposes of this Grant; and,
- 2. Be designed to provide reasonable public access to recreational values and opportunities associated with the Protected Property; and,
- 3. Be consistent with the purpose of conserving biological diversity, wildlife habitat, natural communities and the ecological processes that sustain these natural resource values of the Protected Property; and,
- 4. Otherwise be consistent with the terms and conditions of this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall: (a) secure appropriate public input from the Town of Richmond and from the general public; (b) develop the Management Plans in a timely and responsive manner; and, (c) provide Grantee with a copy of each such Management Plan, as well as, a copy of each final adopted Management Plan.

II. Restricted Uses of Protected Property.

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 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. 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.

3. 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, below). With prior written permission of Grantor, Grantee may erect and maintain signs designating the Protected Property as land under easement protection by Grantee.

4. 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.

5. 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.

6. 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, which approval may be granted, denied or conditioned – including the condition that the Protected Property be sold for only nominal consideration – in the Grantee's sole discretion.

7. There shall be no operation of motorized vehicles on the Protected Property except for uses specified in the Management Plans, such as for wildlife and plant management, trail grooming and/or maintenance, and for emergency purposes on existing roads or trails only. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by 42 U.S.C. §35.137. Snowmobiling may be permitted at the discretion of Grantor and as provided for in the Management Plans.

8. 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.

9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, 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.

III. Permitted Uses of the 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 and educational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, sliding, snowshoeing, walking, and wildlife observation) consistent with the Purposes of this Grant and the Management Plans.

2. 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.

3. 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 and education. This Section III(3) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.

4. The right to construct, maintain, repair and replace a permeable surfaced driveway and parking area, at the location generally depicted as "Parking Area" on the Willis Hill Conservation Plan (the "Conservation Plan"), or at such other location mutually agreed upon in writing by Grantor and Grantee. Said parking area shall be used only in connection with uses permitted under this Grant and the capacity of said parking area shall not exceed fifteen (15) passenger automobiles without the prior written approval of Grantee. 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, above, and this Section III(4).

5. The right to construct, maintain, repair and replace permanent or temporary structures, drives and utilities reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education; including without limitation such structures and facilities as warming huts, picnic tables, benches and other seating, and other rustic shelters, and sanitary facilities); provided, however, that any such structures and improvements shall be consistent with the Management Plan(s) and the Purposes of this Grant.

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 Property. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. Fees shall not be based on place of residency. All fees charged for admission to or use of the Protected Property shall be consistent with the Purposes of this Grant, especially that of public access, and shall be provided for in the Management Plans.

8. The right to issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational, community entertainment, educational, agricultural, or other purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, (ii) is for uses consistent with the Purposes of this Grant, and (iii) authorizes only uses of, or actions on, the Protected Property consistent with this Grant.

IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational and educational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, sliding, snowshoeing, walking, and wildlife observation) consistent

with the Purposes of this Grant and the Management Plans. 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, but not limited to, the right to permit or regulate hunting). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

V. Riparian Buffer.

The Riparian Buffer Zone consists of all lands and premises on the Protected Property lying within fifty feet (50') of the Donahue Brook (hereinafter "the Brook"), as it may exist from time to time, measured outward away from the Brook from the top of the bank, as it passes over the Protected Property, and including any land located between the top of said bank and the Brook. The general location of the Riparian Buffer Zone (hereinafter "RBZ") is depicted on the Conservation Plan, and shall be subject to the following limitations and restrictions which shall supersede the foregoing Sections II and III of this Grant to the extent these limitations and restrictions are inconsistent with those sections:

The principal goal for management within the RBZ is the establishment and maintenance of a high quality buffer that provides an array of ecological benefits including, but not limited to:

- a) buffering aquatic and wetland plants and animals from disturbance;
- b) preventing wetland and water-quality degradation;
- c) providing important plant and animal habitat; and,
- d) providing organic matter, nutrients, and structure to aquatic systems.

Within the RBZ the following restrictions shall apply:

1. All vegetation management activities planned and conducted within the RBZ, including the silvicultural system, harvest timing, equipment employed, and harvest intensity, shall be focused on the goals of retaining soil integrity, natural hydrology, water quality values, and the natural structure and species composition of the RBZ and other natural communities present.
2. All vegetation management activities shall be consistent with the Purposes of this Grant and this Section. Any such activities must meet or exceed the requirements of the "Vermont Water Quality Standards."

Grantor shall have the right to use the RBZ for all types of non-motorized dispersed recreational purposes not inconsistent with the Purposes of this Grant; however, no agricultural, forestry, residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, installed, erected or moved into the RBZ.

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, Grantee 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 by personal service or via certified mail, return receipt requested, and demand corrective action by 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 that 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 Grant, 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 a Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and that the Grantee has 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. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

VII. Miscellaneous Provisions.

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

2. It is hereby agreed that 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 of the Town of Richmond, as well as, the State of Vermont.

3. Grantee shall transfer the development rights, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In the event that legal rights in the Protected Property, or any part thereof, are extinguished or condemned by eminent domain or other legal proceedings, Grantee shall be entitled to thirty-five and one-half percent (35.5%) of the proceeds. This percentage represents the relative contribution of Grantee to the fair market value of the Protected Property at the time of acquisition by Grantor. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational, scientific, forestry and natural resources of the state through non-regulatory means.

5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this 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.

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

7. The term "Grantor" shall include the successors and assigns of the original Grantor, Richmond Land Trust, Inc. The term "Grantee" shall include the respective successors and assigns of the original Grantee, Vermont Housing and Conservation Board.

8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board.

9. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

10. Grantor shall hold harmless, indemnify and defend Grantee against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents.

11. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

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 public access easement, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT HOUSING AND CONSERVATION BOARD, its respective successors and assigns, to its own use and behoove forever and the said Grantor, RICHMOND LAND TRUST, INC., for itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing 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, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

Grantor, RICHMOND LAND TRUST, INC. has caused this Grant to be executed by its duly authorized agent on this 19th day of December, 2014.

Richmond Land Trust, Inc.:

By: Wright C. Preston, Treasurer and
Its Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.**

At Richmond, Vermont, on this 19th day of December, 2014, personally appeared Wright C. Preston, duly authorized agent of **Richmond Land Trust, Inc.**, 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 **Richmond Land Trust, Inc.**

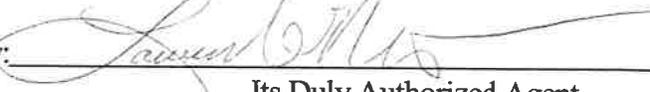
Before me, _____

Notary Public

My Commission Expires: 2/10/15

Approved by the Vermont Housing and Conservation Board:

12/17/2014
Date

By: 
Its Duly Authorized Agent

Schedule A

Being a portion only of all and the same lands and premises conveyed to the Richmond Land Trust by Warranty Deed of Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996, dated December 19, 2014 and recorded simultaneously herewith in the Town of Richmond Land Records; and being further described therein as follows:

“Being a portion of the same lands and premises conveyed to Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996 by Trustee’s Deed of Beverly F. Willis dated April 9, 1999 and recorded at Book 110, Page 444 of the Town of Richmond Land Records.

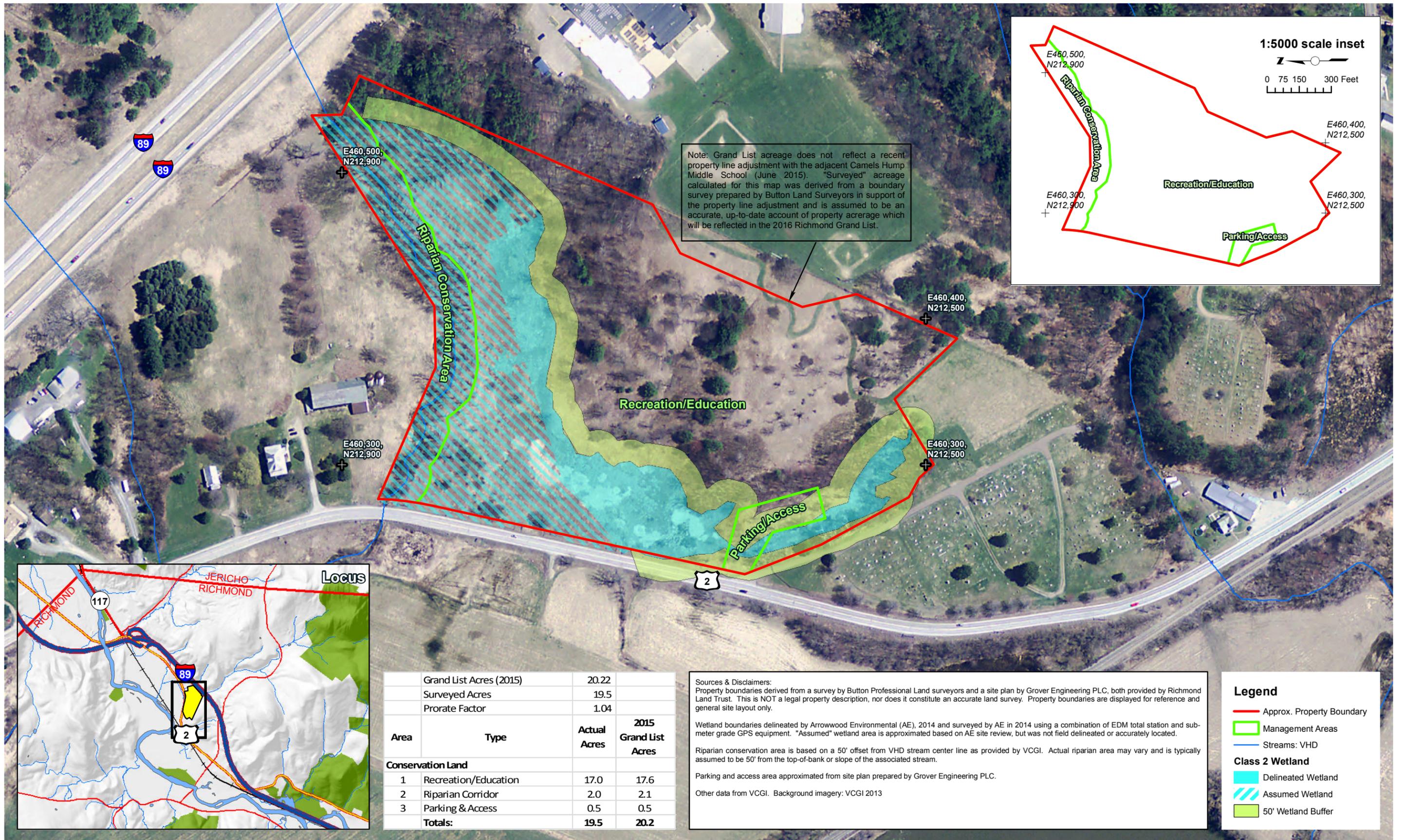
Being a portion of the same lands and premises conveyed to Richard T. Willis (now deceased) and Beverly F. Willis by Warranty Deed of Frank G. Westall and Dorothy M. Westall dated July 15, 1970 and recorded at Book 28, Page 26 of the Town of Richmond Land Records.”

Being an unimproved plot of land said to contain 19.53 acres, more or less, more particularly identified as “Lot 2, Adjusted Area” on a plan prepared by Button Professional Land Surveyors, PC, entitled “Plat of Boundary Line Adjustment Between Lands of Richmond Land Trust and Mount Mansfield Union School District No. 17” dated December 18, 2014, and to be recorded in the Town of Richmond Land Records.

Said lands and premises are a portion only of “Lot 2” as shown on a plat of survey entitled “Plat of Survey Showing Two Lot Subdivision of Lands of Beverly F. Willis, Trustee, 840 West Main Street, Richmond, Vermont,” dated December 27, 2011, and recorded at Map Slide 132, Page 172 of the Town of Richmond Land Records.

Said lands and premises are subject to two easements granted in the Warranty from Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996 to Robert T. and Joy Reap dated June 25, 2014 and recorded at Book 225, Page 67 of the Richmond Land Records: (a) a fifty foot (50’) wide easement for the construction, installation, repair, replacement and maintenance of utilities for the benefit of the adjoining lands now or formerly of Reap; and (b) a one hundred foot (100’) wide emergency access easement and right of way for the benefit of adjoining lands now or formerly of the Chittenden East Supervisory Union School District (f/k/a Mount Mansfield Union School District No. 17). Reference may be had to the afore-mentioned deed (225/67) for a more particular description of the easements.

The property is located on West Main Street, Richmond, Vermont (Parcel ID WM0830).



Owner: Richmond Land Trust Town: Richmond, Vt. SPAN: 519-163-11892 Total Acreage: 19.5 Vt. Orthophoto: VT_112212_20130421