

**State of Vermont
Agency of Natural Resources
Department of Forests, Parks and Recreation**

**Interim Stewardship Plan
Lower Clarendon Gorge Property
Clarendon, Vermont**



**Prepared by: Jay Maciejowski, Forestry District Manager
in consultation with:
Russ Reay, Stewardship Specialist
Leif Richardson, State Lands Ecologist**

May 15, 2002

TABLE OF CONTENTS

| | |
|--------------------------------|---|
| INTRODUCTION | 3 |
| PROPERTY BACKGROUND | 4 |
| CONSERVATION OBJECTIVES | 5 |
| LEGAL RESTRICTIONS | 5 |
| INTERIM STEWARDSHIP PLAN | 6 |
| LONG TERM MANAGEMENT | 8 |
| LIST OF ATTACHMENTS | 9 |

Lower Clarendon Gorge Survey Map

Copies of Grant of Development Rights, Conservation
Restrictions, and Public Access Easement and Warranty Deeds

Letter and natural community map from Leif Richardson, ANR State
Lands Ecologist

Introduction

In general, Interim Stewardship Plans (ISPs) are designed to guide the interim stewardship of new Agency of Natural Resources (ANR) properties in the time period between property acquisition and Long-Range Management Plan adoption. . This document is meant to codify existing stewardship practices of the Department of Forests, Parks and Recreation (FPR) as they pertain to protecting new properties that may be currently used but are not actively managed, pending a comprehensive management planning process with public input. Maintaining existing roads, building gates, and marking boundaries protect the property from inappropriate uses without prescribing the future management of the property.

Each interim stewardship plan is tailored to fit the special features and legal restrictions that may occur on new ANR acquisitions

This document also means to capture the recent history and key features of the property from the perspective of the organization that worked to insure the long-term protection of the property.

PROPERTY BACKGROUND

The State of Vermont, Agency of Natural Resources (ANR) acquired the Byrne property to conserve a significant portion of a unique geological area known as the Lower Clarendon Gorge located along the Mill River in the town of Clarendon Vermont. The acquisition was made possible by a grant of \$71,000 from the Vermont Housing and Conservation Board (VHCB) and an additional \$20,000 raised by the Vermont Rivers Conservancy (VRC) towards a total project cost of \$91,000.

While the Agency of Natural Resources, Department of Forests, Parks and Recreation holds fee simple title to the property, the Vermont Housing and Conservation Board (VHCB) holds a conservation easement insuring protection of the property in perpetuity.

The protected land involves a 24.9+/- acre parcel on both sides of the Mill River in the Town of Clarendon Vermont. The property is unique and significant in Vermont because of the presence of a Temperate Calcareous Cliff natural community type which is uncommon to rare in Vermont. Many of these cliffs harbor a variety of rare, threatened, and endangered plant species. (See attached letter from Leif Richardson) The site is listed in the Agency of Natural Resources inventory of important Waterfalls, Cascades and Gorges of Vermont and is also in the inventory of important Vermont swimming holes.

The parcel is partially forested with northern hardwoods dominated by sugar maple, beech and birch with small patches of white pine and northern white cedar along the edge of the gorge. There is also an area of old field in early stages of succession located above the lower portion of the property along old Route # 7 access.

There is an extensive network of walking trails to the swimming hole and along the top of the gorge created by people interested in the area. There is also a substantial network of existing ATV trails throughout the property.

CONSERVATION OBJECTIVES

Special objectives for insuring conservation of this parcel by the Vermont Agency of Natural Resources during the interim plan will include:

- protection of the Calcarious Cliff community from overuse by swimmers
- conservation of critical fish and wildlife habitat
- conservation of non-commercial, non-motorized public recreational opportunities
- maintenance of the parking area and access trails
- conservation of scenic values
- protection of the property from encroachments

LEGAL RESTRICTIONS

The property will become part of Vermont Agency of Natural Resources land system and will be managed in accordance with the terms and conditions of the Vermont Housing and Conservation Board "Grant Agreement" and the "Grant of Development Rights, Conservation Restrictions, and Public Access Easement (i.e., conservation easement) held by Vermont Housing and Conservation Board.

In addition the protected property is subject to the following deed restrictions:

- 1) Central Vermont Public Service Corp. power line easement.

INTERIM STEWARDSHIP PLAN

Until the long-range management plan has been prepared and formally adopted, there are certain activities that FPR will carry out during an interim period between acquisition and adoption of the long-range management plan. These property stewardship activities include: monitoring use, surveying and blazing property lines, maintenance of established recreation trails, and other activities (see complete list below) designed to protect the new property until the long-range management planning efforts are completed.

A list of activities that will not occur until after the long-range management plan adoption are also included below. Certain activities are restricted on lands without long-term management plans for both internal ANR policy reasons and legal conservation restrictions.

Activities allowed during the interim period:

- surveying and boundary maintenance
- erecting and maintaining appropriate public educational and property identification signs
- erecting and maintaining gates or barriers as maybe necessary or appropriate to protect the parcel form encroachments and to maintain the integrity of the Calcarious Cliff Community.
- maintenance of existing hiking trails and trail head access areas.
- non-motorized use by the public for walking, swimming, hiking birdwatching, etc.
- resource inventories, resource analysis, and public input leading to the completion of a LRMP

Activities that will not occur during the interim period:

- vegetative management including commercial timber harvesting
- construction of new roads and trails
- recreational development or erecting new structures other than for protection of cliff communities
- granting of new rights-of-way for driveway, trails or utility lines, etc.
- establishment of new land uses
- Use of all-terrain vehicles

388 9277

LONG TERM MANAGEMENT

The Agency of Natural Resources will eventually draft a long range management plan for this parcel. Because the parcel is a “stand alone” component of the ANR lands system and contains resources that are considered to be unique and fragile, the parcel will be considered for designation as a Natural Areas under 10 V.S.A., Chapter 83 section 2607. Any future designation will require approval by the Governor.

The long-range management plan will consist of at least the following components:

- a. **General information** — pertinent maps, general description of property and overall purpose.
- b. **Existing conditions** — field inventories including vegetation types and natural community classification, soils, forest productivity classification, wildlife habitat conditions, recreational use, cultural use, archeological and historic resources, special constraints (natural areas; rare, threatened, and endangered species sites; deed; easement or other legal restrictions), emphasis zones, pertinent maps.
- c. **Conservation objective** (desired conditions) — ideally, what the land will look like or how it will be used at the end of the planning period, as determined by the goals, objectives, and public vision (including public input and ANR responses).
- d. **Implementation** — a description of how the parcel will be managed to achieve the conservation objective. It includes active management strategies such as recreation or wildlife enhancements, timber harvesting, new parking, etc.

LIST OF ATTACHMENTS:

1. Lower Clarendon Gorge Map
2. Copies of Grant of Development Rights, Conservation Restrictions, and Public Access Easement and Warranty Deeds
3. Letter and Natural Community Map from Leif Richardson, ANR State Lands Ecologist

ANR Agency of Natural Resources
VRC Vermont Rivers Conservancy
FPR Forests, Parks and Recreation (Department of)
ISP Interim Stewardship Plans
VHCB Vermont Housing and Conservation Board



Nongame & Natural Heritage Program

December 3, 2001

Jeff Meyers
Vermont River Conservancy
P.O. Box 157
Montpelier VT 05602

Re: Clarendon Gorge Project

Dear Jeff:

I am writing to follow up on my November 2 evaluation of natural communities at Clarendon Gorge in Clarendon. I conducted a botanical inventory and collected global positioning system (GPS) information. I've used this information to add information to a digitized orthographic photo to give you an idea of where the interesting biological features I found are located.

A 1000'-wide band of Calcium-rich bedrock passes through the property (the area between the purple lines shown on the attached orthographic photo). This rock is exposed in cliffs and bluffs along the shores of Mill River, some as high as 40' tall. On the sunny north side of the river, these areas of open rock support a large but heavily disturbed example of Temperate Calcareous Cliff natural community (see attached). A sparse, 5-15' assemblage of shrubby woody plants occurs, including white pine (*Pinus strobus*), white ash (*Fraxinus americana*), American basswood (*Tilia americana*), hemlock (*Tsuga canadensis*), choke cherry (*Prunus virginiana*), shrubby cinquefoil (*Potentilla fruticosa*), bush honeysuckle (*Diervilla lonicera*), Japanese barberry (*Berberis thunbergii*), common buckthorn (*Rhamnus cathartica*), and Morrow's honeysuckle (*Lonicera morrowi*). The latter three shrubs are troublesome invasive plants often found in disturbed natural communities influenced by calcium-rich bedrock. Herbaceous plants found on the cliffs include ebony sedge (*Carex eburnea*), wild columbine (*Aquilegia canadensis*), harebell (*Campanula rotundifolia*), Kalm's lobelia (*Lobelia kalmii*), narrow-leaved mountain mint (*Pycnanthemum tenuifolium*), stiff aster (*Aster linariifolius*), silverrod (*Solidago bicolor*), hairy woods grass (*Brachyeletrum erectum*), and walking fern (*Cystopteris bulbifera*). Weedy herbaceous plants, including self-heal (*Prunella vulgaris*), St. John's wort (*Hypericum perforatum*), and timothy grass (*Phleum pratense*), were common. Two uncommon to rare plants were found these calcareous cliffs, wheat grass (*Agropyron trachycaulon*) and wall-rue (*Asplenium ruta-muraria*). These are both ranked S3 by the Nongame and Natural Heritage Program, meaning that more than 20 occurrences are known statewide. Positions of these collections are marked by blue and red stars, respectively, on the attached ortho-photo.

Temperate Calcareous Cliff natural community examples are uncommon to rare in Vermont. Many of these cliffs harbor a variety of rare, threatened, and endangered plant species, and this

site may support other species which would not have been apparent in November. Calcareous cliff communities are threatened by a wide array of impacts from people. This example has been heavily disturbed by swimmers, who walk along the rim of the cliffs to jumping spots. This activity does not appear to be regulated, and many unofficial trails snake through the woods above the cliffs. If the Agency of Natural Resources acquires this land, management activities should protect this fragile resource. This can probably be done without prohibiting all cliff-jumping.

I'm sorry it took so long to get this information to you! Please contact me if you have any questions about this site visit.

Sincerely,

Leif Richardson
State Lands Ecologist
Tel: (802) 241-3716
Fax: (802) 241-3295
Email: leif@fwd.anr.state.vt.us

cc:



WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that The Vermont River Conservancy, Inc., a Vermont Non-Profit Corporation, with its principle place of business in the City of Montpelier, County of Washington, and State of Vermont, GRANTOR, in consideration of Ten and More Dollars paid to its full satisfaction by the State of Vermont, Agency of Natural Resources, GRANTEE, by these presents, does freely GIVE, GRANT, SELL, CONVEY, and CONFIRM unto the said GRANTEE, the State of Vermont, Agency of Natural Resources, and its successors and assigns forever, a certain piece of land in the Town of Ludlow, County of Windsor, and State of Vermont, described as follows, viz:

See Schedule A attached;

This conveyance is subject to a grant of Development Rights, Conservation Restrictions and Public Access Easement conveyed by the Vermont River Conservancy, Inc., to the Vermont Housing and Conservation Board, of even date, to be recorded in the Land Records of the Town of Clarendon.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEE, the State of Vermont, Agency of Natural Resources, and its successors and assigns, to its own use and behoof forever; And the said GRANTOR herein, the Vermont River Conservancy, Inc., does covenant with the said GRANTEE, the State of Vermont, Agency of Natural Resources, and its 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 manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid; And it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, it hereunto sets it hand and seal this 14th day of January, 2002.

IN PRESENCE OF

B. P. Hehir
Witness

Jeffrey J. Meyers

The Vermont River Conservancy
By: Jeffrey J. Meyers, its duly
authorized officer
- ACKNOWLEDGEMENT -
Returned Received
(including certificates and, if required,
Act 250 disclosure statement) and tax paid
Signed Jeffrey J. Meyers Clerk
Date: 1/16/02

CLARENDON TOWN CLERK'S OFFICE
Rec'd for record Jan-16 20 02 AD
at 10 o'clock 00 minutes A M
Recorded in Book 104 Page 482-487
Attest Joyce A. Pedone Town Clerk

BRIAN P. HEHIR
ATTORNEY AT LAW
P. O. BOX 1052
LINGTON, VT 05402-1052
802-862-2006

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, Vermont, this 14th day of January, 2002, The Vermont River Conservancy appeared, by its duly authorized agent, Jeffrey L. Meyers, and acknowledged this instrument, by it sealed and subscribed, to be the free act and deed of the Vermont River Conservancy, Inc.

Before me, 
Notary Public

SCHEDULE A

Being all and the same lands and premises conveyed to the Vermont River Conservancy, Inc., by Warranty Deed of James H. Byrne dated January 14, 2002 and recorded at Volume ____, Page ____ of the Land Records of the Town of Clarendon.

Being all and the same lands and premises conveyed to James H. Byrne by Quit Claim deed of Carol M. Byrne dated November 30, 1999 and recorded in Book 97, Page 147 of the Land Records of the Town of Clarendon.

Also being all and the same lands and premises conveyed to James H. Byrne and Carol M. Byrne by Quit Claim deed of Central Vermont Public Service Corporation dated December 31, 1990 and recorded in Book 69, Pages 95-96 of the Land Records of the Town of Clarendon.

This property is subject to a certain easement conveyed to the Central Vermont Public Service Corporation by Quit Claim Deed of James H. Byrne and Carol M. Byrne dated December 31, 1990 and recorded at Volume 69, Page 97 of the Land Records of the Town of Clarendon.

Reference is hereby made to a survey plat prepared by Tinker Surveys dated September 2001 entitled "SURVEY OF LANDS OF JAMES H. BYRNE MILL RIVER LOWER GORGE AREA TOWN OF CLARENDON, VERMONT."

"Beginning at a 5/8 inch iron pin set at the base of an existing bent 1 inch iron pipe located in the supposed southerly line of Town Highway No. 25 known as "Gorge Road". Said 5/8 inch iron pin marks a northeasterly corner of the herein described parcel and the northwesterly corner of the same lands and premises conveyed by Fannie Woods to Paul McAlonie and Ann McAlonie by deed dated February 20, 1964 recorded in Book 32 at Page 204 of the Land Records of the Town of Clarendon;

THENCE S72-54W along the southerly line of Town Highway No. 25 a distance of twelve (12) feet to a 5/8 inch iron pin set marking the northeasterly corner of the same lands and premises conveyed by Central Vermont Public Service Corporation to the State of Vermont by deed dated January 10, 1966 recorded in Book 32 at Pages 495 of the Land Records of the Town of Clarendon;

THENCE running southerly and westerly along lands of the State of Vermont for the following courses:

S17-06E a distance of twenty five (25) feet to a 5/8 inch iron pin set;

S69-06W a distance of four hundred seven and three tenths (407.3) feet to a 5/8 inch iron pin set flush;

THENCE continuing to run along lands of the State of Vermont in a southerly direction along the centerline of former U.S. Route 7 for the following courses:

S05-45W a distance of one hundred thirteen and three tenths (113.3) feet;

S11-18-45W a distance of three hundred ninety three and six tenths (393.6) feet to a 5/8 inch iron pin set;

S13-10-50W a distance of two hundred sixty four and three tenths (264.3) feet to a 5/8 inch iron pin set;

S26-17-20W a distance of one hundred eighty two and two tenths (182.2) feet to a 5/8 inch iron pin set;

S28-06-20W a distance of two hundred eighteen and two tenths (218.2) feet to an existing 4 inch X 4 inch concrete highway bounds monument;

THENCE S52-29E along lands of the State of Vermont a distance of twenty three and thirty two hundredths (23.32) feet to an existing 4 inch x 4 inch concrete highway bounds monument;

THENCE N88-07-30E along lands described in a deed from Andrew Cuomo to Mark McLellan dated February 15, 2000 recorded in Book 97 at Page 402 and then along lands described in a deed from Robert M. Prozzo to Daniela M. Brothers dated January 30, 1997 recorded in Book 88 at Page 475 for a distance of three hundred ninety five (395) feet to a 5/8 inch iron pin set;

THENCE running easterly, northeasterly, and easterly along the same lands and premises conveyed to Richard D. Flanders and Linda M. Flanders by deed dated December 30, 1986 recorded in Book 58 at Pages 112-113 of the Land Records of the Town of Clarendon for the following courses:

S75-30E a distance of seventy five and six tenths (75.6) feet to a 5/8 inch iron pin set;

N22-00-01E a distance of six hundred eleven and five hundredths (611.05) feet to a 5/8 inch iron pin set;

N20-42-57E a distance of three hundred eighty eight and fifty five hundredths (388.55) feet to a 5/8 inch iron pin set;

S89-14-18E a distance of two hundred ninety nine and ninety five hundredths (299.95) feet to a 5/8 inch iron pin set;

S86-22-43E a distance of two hundred, sixty three and ninety five hundredths (263.95) feet to a 5/8 inch iron pin set;

N76-59-52E a distance of three hundred fifty two and two tenths (352.2) feet to a 5/8 inch iron pin set at the north end of a stonewall in the westerly line of the same lands and premises conveyed by Thelma Rosoff to Julie J. Grossman by deed dated October 15, 1998 recorded in Book 93 at Pages 182-183 of the Land Records of the Town of Clarendon;

THENCE running in a northerly, and easterly direction along lands of said Grossman for the following courses:

N02-15E along an old fence line a distance of ninety six and one tenth (96.1) feet to a 5/8 inch iron pin set;

N76-09E a distance of one hundred thirty (130) feet to a 5/8 inch iron pin set;

N86-01-40E a distance of two hundred fifty eight and eight tenths (258.8) feet to a 5/8 inch iron pin set;

S87-14E a distance of one hundred eighty and three tenths (180.3) feet;

S77-17E a distance of one hundred eighty six and six tenths (186.6) feet;

S79-30E a distance of two hundred eleven and eight tenths (211.8) feet;

S76-50E a distance of ninety eight and four tenths (98.4) feet to a 5/8 inch iron pin set in the westerly line of the same lands and premises conveyed by Central Vermont Public Service Corporation to Ann V. Scanlon by deed dated October 12, 1965 recorded in Book 32, Page 463 of the Land Records of the Town of Clarendon;

THENCE N12W a distance of sixty five (65) feet, more or less, to the center of Mill River, and the southeasterly corner of the same lands and premises conveyed by Central Vermont Public Service Corporation to Ann V. Scanlon by deed dated October 12, 1965 recorded in Book 32 at Page 465 of the Land Records of the Town of Clarendon;

THENCE running westerly and northerly along lands of said Scanlon for the following courses:

Westerly down the center of Mill River a distance of three hundred eighteen (318) feet;

N12E a distance of one hundred ten (110) feet, more or less, to a 5/8 inch iron pin set in the southerly line of Town Highway No. 25;

THENCE WESTERLY along the southerly line of Town Highway No. (assumed to be 3 rods wide) a distance of one thousand four hundred ninety four (1494).feet, more or less, to a 5/8 inch iron pin set which marks the northeasterly corner of lands of the aforementioned McAlonie;

THENCE southerly, westerly, and northerly along lands of said McAlonie for the following courses:

SOI-29E a distance of ninety and four tenths (90.4) feet to an existing 1 inch iron pipe;

S64-09W a distance of one hundred nineteen and five hundredths (119.05) feet to a 5/8 inch iron pin set;

S71-46W a distance of one hundred twelve and six tenths (112.6) feet to a 5/8 inch iron pin set;

S79-35W a distance of forty four and five tenths (44.5) feet to a 5/8 inch iron pin set;

N72-37W a distance of fifty three and four tenths (53.4) feet to a 5/8 inch iron pin set;

N05-36W along a stonewall a distance of one hundred forty four and one tenth (144-1) feet to the 5/8 inch iron pin marking the point of beginning."

The above described parcel contains twenty four and nine tenths (24.9) acres, more or less.

Included herewith are the following:

1.) Any and all rights, title, and interest to a parcel of land which James H. Byrne, the Grantor, may have to a parcel of land containing fifty seven hundredths (0.57) acres, more or less, as created by conflicting evidence and depicted on the referenced survey plat prepared by Tinker Surveys.

2.) Any and all easements, rights, etc. which may be seen of record.

This conveyance is subject to a grant of Development Rights, Conservation Restrictions and Public Access Easement conveyed by the Vermont River Conservancy, Inc., to the Vermont Housing and Conservation Board, of even date, to be recorded in the Land Records of the Town of Clarendon.

Reference is herein made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS AND PUBLIC ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the **Vermont River Conservancy, Inc.**, a non-profit corporation organized under the laws of the State of Vermont, with its office in Montpelier, Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to the authority granted in 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 existing by virtue of 10 V.S.A. §311, with an address of 149 State Street, Montpelier, Vermont, 05602 ("VHCB"), and its respective successors and assigns (hereinafter "Grantee") the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Clarendon, County of Rutland, State of Vermont, said Protected Property being more particularly described in **Schedule A** attached hereto and incorporated herein.

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

I. Purposes of the Grant: Management Plan.

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

1. As primary purposes, to provide for non-commercial, non-motorized public recreational use, including swimming, fishing, and pedestrian use, provided such uses are conducted in a manner that minimizes negative impacts on the natural resource values of the Protected Property.

2. As a secondary purpose, to conserve and protect wildlife habitat, biological diversity, natural communities, native flora and fauna, watersheds, and ecological processes on the Protected Property as these values exist on the date of this instrument and as they may evolve in the future, as well as, to contribute to the implementation of those policies of the State of Vermont that are designed to foster conservation of the state's forest resources, water resources, open spaces, scenic character, and other natural resources associated with the Protected Property, so that present and future generations may enjoy them.

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

- (a) contains frontage on both sides of Lower Clarendon Gorge, a gorge of statewide significance, along the Mill River in Clarendon, including a popular swimming hole, small pools, cobble beaches, and a trail which runs along the river;
- (b) contains a very high bryophyte diversity and a rich forest community of hemlock, northern hardwoods, and northern white cedars, as well as, sequential layers of dolomites and quartzites exposed from years of river erosion, which provide a unique educational resource;
- (c) contains an example of a "temperate calcareous cliff natural community" which includes two uncommon/rare plants, wheat grass (*Agropyron trachycaulon*) and wall-rue (*Asplenium ruta-muraria*);
- (d) has excellent potential for wild trout management;
- (e) is near to a number of other conserved (or soon to be conserved) properties in addition to the Upper Gorge, three miles upstream in Shrewsbury; and,
- (f) contains approximately 1900 feet of frontage on Gorge Road, a town-owned road.

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

B. Management Plans.

Grantor shall, from time to time develop comprehensive Management Plans for the Protected Property, which Management Plans shall provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant.

Prior to the final adoption of the Management Plans, Grantor shall: (a) solicit appropriate comment or involvement from the Town of Clarendon and from the general public, (b) develop such Management Plans (including any revisions, amendments or updates) in a timely manner; and, (c) provide Grantee with a copy of the Management Plans.

At a minimum, the Management Plans shall identify actions necessary to accomplish the following: (a) provide for the identification and management of appropriate recreational resources; (b) provide for the identification and protection of wildlife habitats, significant natural communities, rare species, and other ecologically sensitive and/or important areas; and, (c) provide and manage zones around any identified rare species or significant natural communities where the highest ecological values predominate and the most resource sensitive recreational uses are placed.

II. Restricted Uses of Protected Property.

The restrictions hereby imposed upon the Protected Property and the acts, which Grantor shall do or refrain from doing, are as follows:

1. The Protected Property shall be used for public outdoor recreation, natural area protection, forestry, and open space purposes only. No residential, commercial, industrial or mining activities shall be permitted on the Protected Property and no building or structure associated with such activities shall be constructed, created, erected or moved onto the Protected Property. The term structure as used in the preceding sentence shall include, but not be limited to, any telecommunications, broadcasting, or transmission facility. No other building or structure shall be constructed, created, erected or moved onto the Protected Property, except as specifically permitted by the Management Plans or by this Grant.

2. Except as otherwise specifically permitted under this Grant, 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. 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.

3. 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, boundary markers, directional signs, signs informing the public about reasonable use or restricting access on the Protected Property, memorial plaques, historical markers and interpretive/educational markers. 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, 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. There shall be no manipulation of natural watercourses, wetlands, 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 is minimally necessary to carry out the uses permitted on the Protected Property under this Grant.

7. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as wildlife and forest management, trail grooming and/or maintenance, and for emergency purposes. Snowmobiling may be permitted at the discretion of the Grantor and 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, including access permitted by paragraphs III(1) and IV. For purposes of this Grant, all-terrain vehicles include motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.

8. Except for a conveyance to the Vermont Department of Forests, Parks and Recreation, Grantor shall not give, grant, sell, convey, transfer, lease, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of Grantee.

9. No use shall be made of the Protected Property and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or is likely to become inconsistent 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 outdoor recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hunting, snowshoeing, swimming, trapping, walking, wildlife observation) consistent with the Purposes of this Grant and permitted under the Management Plans.

2. Within designated trail corridors, use of the Protected Property for snowmobiling and for non-motorized, mechanized recreation, such as mountain biking, may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans and are consistent with the Purposes of this Grant.

3. The right 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 consistent with this Grant. Such activities may include, but are not necessarily limited to, the management of vegetation, wildlife and recreation.

4. 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 within designated corridors on the Protected Property, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant and permitted by the Management Plans.

5. The right to establish parking areas for public recreational use on the Protected Property, provided that the number, location, scale, management, and volume of use of said parking areas is consistent with the Purposes of this Grant and permitted by the Management Plans.

6. The right to harvest timber and other forest products, as well as, the right to conduct maple sugaring, together with 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 Grantee) and in accordance with a forest management plan which has been developed in consultation with the Vermont Department of Fish and Wildlife, and which forest management plan is consistent with the Purposes of the Grant and shall be a component of the Management Plans.

7. The right to charge the public reasonable fees for admission to and use of the Protected Property.

8. The right to issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational, educational, forestry, or scientific research purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, and (ii) is for uses consistent with the Purposes of 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 recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hunting, snowshoeing, swimming, trapping, walking, and wildlife observation) consistent with the Purposes of this Grant. 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. 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. 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, 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 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 Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and Grantee has initiated litigation without reasonable cause or in bad faith, then 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.

VI. 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 Clarendon and the State of Vermont.

3. The Grantee shall transfer the development rights and conservation restrictions conveyed by Grantor herein only to a governmental agency, municipality or qualified organization, as defined in Title 10 V.S.A. Section 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 the event the development rights or conservation restrictions conveyed to the Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from 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.

5. In any deed 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 said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6. The term "Grantor" shall include the successors and assigns of the original Grantor, Vermont River Conservancy, Inc. The term "Grantee" shall include the respective successors and assigns of the original Grantee, Vermont Housing and Conservation Board.

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

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, 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, Vermont River Conservancy, Inc., for itself and its successors and assigns, does covenant with the said Grantee, its 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 listed on **Schedule B** and incorporated herein, and it hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, JEFFREY METERS, duly authorized agent of Vermont River Conservancy, Inc., sets his/her hand and seal this 14th day of January, 2002.

Signed, Sealed and Delivered
In The Presence Of:

[Signature]
Witness

Vermont River Conservancy, Inc.
By: [Signature]
Its Duly Authorized Agent

STATE OF VERMONT
CHAMPELAIN COUNTY, Ss.

At BURLINGTON, Vermont, on this 14th day of January, 2002 personally appeared JEFFREY METERS, duly authorized agent of Vermont River Conservancy, 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 the Vermont River Conservancy, Inc.

Before me, [Signature]
Notary Public
My commission expires: 2-10-03

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date 1/16/02 By: [Signature]
Its Duly Authorized Agent

VERMONT PROPERTY TRANSFER TAX

32 V.S.A. CHAP. 231

- ACKNOWLEDGEMENT -

Returned Received

(Including certificates and, if required, Act 250 disclosure statement) and tax paid

CLARENDON TOWN CLERK'S OFFICE

Rec'd for record Jan 16 20 02 AD

at 10 o'clock 00 minutes AM

Recorded in Book 104 Page 488-499

Attest: [Signature] Town Clerk

Signed [Signature] Clerk

Date: 1/16/02

IN WITNESS WHEREOF
[Signature]
[Signature]
[Signature]

Attest: [Signature]
[Signature]
[Signature]

STATE OF VERMONT
CLARENDON COUNTY

Below me
Notary Public
[Signature]

SCHEDULE A PROTECTED PROPERTY

Being all and the same lands and premises conveyed to the Vermont River Conservancy, Inc., by Warranty Deed of James H. Byrne of even or approximate date herewith and to be recorded in the Land Records of the Town of Clarendon.

Being all and the same lands and premises conveyed to James H. Byrne by Quit Claim deed of Carol M. Byrne dated November 30, 1999 and recorded in Book 97, Page 147 of the Land Records of the Town of Clarendon.

Also being all and the same lands and premises conveyed to James H. Byrne and Carol M. Byrne by Quit Claim deed of Central Vermont Public Service Corporation dated December 31, 1990 and recorded in Book 69, Pages 95-96 of the Land Records of the Town of Clarendon.

Reference is hereby made to a survey plat prepared by Tinker Surveys dated September 2001 entitled "SURVEY OF LANDS OF JAMES H. BYRNE MILL RIVER LOWER GORGE AREA TOWN OF CLARENDON, VERMONT."

"Beginning at a 5/8 inch iron pin set at the base of an existing bent 1 inch iron pipe located in the supposed southerly line of Town Highway No. 25 known as "Gorge Road". Said 5/8 inch iron pin marks a northeasterly corner of the herein described parcel and the northwesterly corner of the same lands and premises conveyed by Fannie Woods to Paul McAlonie and Ann McAlonie by deed dated February 20, 1964 recorded in Book 32 at Page 204 of the Land Records of the Town of Clarendon;

THENCE S72-54W along the southerly line of Town Highway No. 25 a distance of twelve (12) feet to a 5/8 inch iron pin set marking the northeasterly corner of the same lands and premises conveyed by Central Vermont Public Service Corporation to the State of Vermont by deed dated January 10, 1966 recorded in Book 32 at Pages 495 of the Land Records of the Town of Clarendon;

THENCE running southerly and westerly along lands of the State of Vermont for the following courses: S17-06E a distance of twenty five (25) feet to a 5/8 inch iron pin set; S69-06W a distance of four hundred seven and three tenths (407.3) feet to a 5/8 inch iron pin set flush;

THENCE continuing to run along lands of the State of Vermont in a southerly direction along the centerline of former U.S. Route 7 for the following courses: S05-45W a distance of one hundred thirteen and three tenths (113.3) feet; S11-18-45W a distance of three hundred ninety three and six tenths (393.6) feet to a 5/8 inch iron pin set; S13-10-50W a distance of two hundred sixty four and three tenths (264.3) feet to a 5/8 inch iron pin set; S26-17-20W a distance of one hundred eighty two and two tenths (182.2) feet to a 5/8 inch iron pin set; S28-06-20W a distance of two hundred eighteen and two tenths (218.2) feet to an existing 4 inch X 4 inch concrete highway bounds monument;

THENCE S52-29E along lands of the State of Vermont a distance of twenty-three and thirty two hundredths (23.32) feet to an existing 4 inch x 4-inch concrete highway bounds monument;

THENCE N88-07-30E along lands described in a deed from Andrew Cuomo to Mark McLellan dated February 15, 2000 recorded in Book 97 at Page 402 and then along lands described in a deed from Robert M. Prozzo to Daniela M. Brothers dated January 30, 1997 recorded in Book 88 at Page 475 for a distance of three hundred ninety five (395) feet to a 5/8 inch iron pin set;

THENCE running easterly, northeasterly, and easterly along the same lands and premises conveyed to Richard D. Flanders and Linda M. Flanders by deed dated December 30, 1986 recorded in Book 58 at Pages 112-113 of the Land Records of the Town of Clarendon for the following courses: S75-30E a distance of seventy five and six tenths (75.6) feet to a 5/8 inch iron pin set; N22-00-01E a distance of six hundred eleven and five hundredths (611.05) feet to a 5/8 inch iron pin set; N20-42-57E a distance of three hundred eighty eight and fifty five hundredths (388.55) feet to a 5/8 inch iron pin set; S89-14-18E a distance of two hundred ninety nine and ninety five hundredths (299.95) feet to a 5/8 inch iron pin set; S86-22-43E a distance of two hundred, sixty three and ninety five hundredths (263.95) feet to a 5/8 inch iron pin set; N76-59-52E a distance of three hundred fifty two and two tenths (352.2) feet to a 5/8 inch iron pin set at the north end of a stonewall in the westerly line of the same lands and premises conveyed by Thelma Rosoff to Julie J. Grossman by deed dated October 15, 1998 recorded in Book 93 at Pages 182-183 of the Land Records of the Town of Clarendon;

THENCE running in a northerly, and easterly direction along lands of said Grossman for the following courses: N02-15E along an old fence line a distance of ninety six and one tenth (96.1) feet to a 5/8 inch iron pin set; N76-09E a distance of one hundred thirty (130) feet to a 5/8 inch iron pin set; N86-01-40E a distance of two hundred fifty eight and eight tenths (258.8) feet to a 5/8 inch iron pin set; S87-14E a distance of one hundred eighty and three tenths (180.3) feet; S77-17E a distance of one hundred eighty six and six tenths (186.6) feet; S79-30E a distance of two hundred eleven and eight tenths (211.8) feet; S76-50E a distance of ninety eight and four tenths (98.4) feet to a 5/8 inch iron pin set in the westerly line of the same lands and premises conveyed by Central Vermont Public Service Corporation to Ann V. Scanlon by deed dated October 12, 1965 recorded in Book 32, Page 463 of the Land Records of the Town of Clarendon;

THENCE N12W a distance of sixty five (65) feet, more or less, to the center of Mill River, and the southeasterly corner of the same lands and premises conveyed by Central Vermont Public Service Corporation to Ann V. Scanlon by deed dated October 12, 1965 recorded in Book 32 at Page 465 of the Land Records of the Town of Clarendon;

THENCE running westerly and northerly along lands of said Scanlon for the following courses: Westerly down the center of Mill River a distance of three hundred eighteen (318) feet; N12E a distance of one hundred ten (110) feet, more or less, to a 5/8 inch iron pin set in the southerly line of Town Highway No. 25;

THENCE WESTERLY along the southerly line of Town Highway No. (assumed to be 3 rods wide) a distance of one thousand four hundred ninety four (1494).feet, more or less, to a 5/8 inch iron pin set which marks the northeasterly corner of lands of the aforementioned McAlonie;

THENCE southerly, westerly, and northerly along lands of said McAlonie for the following courses: SOI-29E a distance of ninety and four tenths (90.4) feet to an existing 1 inch iron pipe; S64-09W a distance of one hundred nineteen and five hundredths (119.05) feet to a 5/8 inch iron pin set; S71-46W a distance of one hundred twelve and six tenths (112.6) feet to a 5/8 inch iron

pin set; S79-35W a distance of forty four and five tenths (44.5) feet to a 5/8 inch iron pin set; N72-37W a distance of fifty three and four tenths (53.4) feet to a 5/8 inch iron pin set; N05-36W along a stonewall a distance of one hundred forty four and one tenth (144-1) feet to the 5/8 inch iron pin marking the point of beginning."

The above-described parcel contains twenty-four and nine tenths (24.9) acres, more or less.

Included herewith are any and all rights, title, and interest to a parcel of land which James H. Byrne, the Grantor, may have to a parcel of land containing fifty seven hundredths (0.57) acres, more or less, as created by conflicting evidence and depicted on the referenced survey plat prepared by Tinker Surveys.

Reference is herein made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

**SCHEDULE B
EASEMENTS AND USE RESTRICTIONS**

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. Easement conveyed to the Central Vermont Public Service Corporation by Quit Claim Deed dated December 31, 1990 and recorded in Book 69 at Page 97 of the Town of Clarendon Land Records.