

MANAGEMENT PLAN IRISH HILL BERLIN, VERMONT (Adopted 06/07/2021)

I. PROPERTY BACKGROUND

Irish Hill is located in close proximity to and west of Berlin Pond in the Town of Berlin, Vermont. The property, originally three parcels: the 406-acre former Malone lot on the ridgeline, the 110-acre former Lawson lot, and the 48-acre former Dufrense lot, is located adjacent to conserved land owned by the City of Montpelier and the Boyer State Forest. To the south, the property abuts approximately 347 acres of land owned by the Town of Berlin and the Village of Northfield. The property is used extensively for public recreation both on existing trails and through dispersed, non-trail recreation.

Conservation organizations and the Town of Berlin identified Irish Hill as a priority for conservation for protecting wildlife habitat and the watershed surrounding Berlin Pond, which serves as the drinking water source for the City of Montpelier, and for creating recreational and educational public uses. The property also provides spectacular views of the Worcester Range and the surrounding area.

In the 1990's, the Irish Hill Preservation Project, a consortium of partners including the Berlin Conservation Commission, the Vermont Land Trust and the Vermont River Conservancy, began raising funds through grants and donations to purchase and conserve land on Irish Hill. In December 2000, the owners of the 406-acre Malone parcel on Irish Hill conveyed their interest in the property to the Vermont River Conservancy. The Vermont River Conservancy then conveyed the conservation easement to the Vermont Land Trust and the conserved land to the Town of Berlin. In April 2002, the owners of the 110-acre Lawson parcel signed a conservation agreement with Vermont Land Trust and conveyed their interest in the property to the Town of Berlin. In 2007, the owners of the 48-acre Dufresne parcel conveyed their interest in the property to the Town of Berlin contingent on the Town conveying a conservation easement on the property to Vermont Land Trust.

On May 19, 2008, the Town of Berlin and Vermont Land Trust signed a "Grant of Development Rights, Conservation Restrictions, and Public Access Easement" (Easement) bringing the three parcels under one legal agreement (Appendix B: Easement Agreement). The Easement requires that the Town of Berlin develop a comprehensive management plan (Plan) governing the use and management of Irish Hill as described in the Easement.

II. PLAN OBJECTIVES

The purpose of this Plan is to promote the following objectives:

- implement the requirements of the "Grant of Development Rights, Conservation Restrictions and Public Access Easement" (Appendix B: Easement Agreement)
- conserve forestry values, wildlife habitats, biological diversity, natural communities, riparian buffers, aquatic habitats, wetlands, soil productivity, water quality and natural

flora and fauna, and the ecological processes that sustain these natural resources values

- provide for recreational and educational uses of the Property in a manner that is consistent with the resource and scenic values of the Property

A. RESTRICTED USES OF THE PROPERTY

To ensure the protection of the conservation values on Irish Hill, and pursuant to the terms of the Easement, the following restrictions are placed on the use of the property:

1. General: The Property may be used for forestry, educational, non-commercial recreation, natural area and open space purposes only. Unless specified in the Easement, no residential, commercial, industrial, or mining activities are permitted. No buildings or structures may be constructed or moved onto the property, including but not limited to telecommunication towers. Structures such as gates or signs may be erected if specifically permitted by the Easement or Management Plan and approved by the Berlin Conservation Commission.

2. Rights of Way and Easements: The Easement prohibits rights of way and access easements including driveways, roads and utility lines unless specifically permitted in the Easement or unless written permission for new easements is obtained from VLT. Existing rights of way and easements are unaffected.

3. Signs: Signs are generally prohibited, except as described in section IV (H). Property identification signs, boundary markers, directional signs, signs limiting access, information and interpretive signs, and memorial plaques may be used with the permission of the Berlin Conservation Commission.

4. Trash: The storage of trash, human waste or unsightly material on the property is prohibited unless VLT approves such storage in advance. No permission is required for temporary trash storage in receptacles.

5. Excavation: Filling, excavation, removal of topsoil, sand, gravel, rocks, or minerals, or any change to topography is prohibited unless the change is necessary to carry out the uses otherwise permitted by the Easement. Any excavation requires the approval of the Berlin Conservation Commission. Surface mining of subsurface oil, gas, or minerals is prohibited.

6. Motor Vehicle Use: The operation of automobiles, trucks, and sport utility vehicles is not permitted on the property except to carry out the Permitted Uses of the Property described in section II, (B. Permitted Uses of the Property) of this Plan. The use of motorized vehicles to maintain trails, assist handicap access, and for safety or emergency purposes is permitted. All non-emergency, motorized use will require a special use permit issued by the Berlin Conservation Commission unless it is permitted in section III-Recreation of this Plan.

Recreational motorized use of the property may be permitted only if it is consistent with the Purposes of the Easement (Appendix B: Easement Agreement, section 1.A.1), is compatible

with and has less than a minimal impact on both non-motorized and non-mechanized recreational uses, and is regulated in sections III-Recreation and IV-Trail Plan of this plan.

Recreational motorized uses are not permitted on the Lawson, Dufrense and Malone parcels except on the Darling Road Trail right of way or the Ridgeline Trail. Any motorized use of the Ridgeline Trail must be regulated in sections III-Recreation and IV-Trail Plan of this plan.

7. Watercourses: Natural watercourses, marshes, wetlands, or other water bodies on the property may not be altered. No activities are permitted that would have a detrimental effect on water purity or water flow of the property. Vegetative buffers, as determined by the Berlin Conservation Commission, for all activities including forestry practices, shall be maintained around all wetlands and water courses. A minimum buffer of 200 feet shall be maintained around all vernal pools. The construction of ponds is permitted with the prior written approval of Vermont Land Trust.

B. PERMITTED USES OF THE PROPERTY

The following are permitted activities on and uses of the Property:

1. Recreational Uses: The property may be used for non-motorized, non-commercial recreational purposes as provided for in this Plan and the Easement.
2. Forest Management: The Town of Berlin may harvest timber and conduct maple sugaring operations, and may construct and maintain a sugarhouse and logging roads. The Town of Berlin must obtain written approval from VLT prior to constructing a sugarhouse. The harvesting of timber must be in accordance with a Forest Management Plan which has been approved by VLT. The Washington County forester has supplied the Town of Berlin with a Forest Stewardship Plan (Appendix C: Forest Stewardship Plans).
3. Trails: The construction and maintenance of trails is provided for in section IV below.
4. Special Use Permits: The Town of Berlin may issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the property for recreational, forestry, or research purposes. Such permits or licensees may not interfere with the public's access to the property and must be consistent with the Easement.
5. Temporary structures: The Town of Berlin may construct, maintain, repair, and replace and use permanent or temporary structures that have a rustic design, necessary to support the public outdoor uses permitted by the Easement. The Easement requires that the management plan designate the number, use, location, and construction of approved structures.

III. RECREATIONAL USES

The area including and surrounding Irish Hill has a long history of recreational use. The purpose of this plan is to identify those uses that are consistent with the conservation objectives and primary purposes of the Easement and to provide for the management of the recreational use of Irish Hill in a manner that protects these conservation values. (Appendix B: Easement Agreement)

Passive Pedestrian Recreation

Irish Hill shall be available to the general public for all types of non-commercial, non-motorized, dispersed recreational and educational purposes as consistent with the purposes of the Easement and this Plan. These purposes include bird-watching, cross-country skiing, hiking, hunting, snowshoeing, walking, and wildlife observation.

Mountain Biking

Mountain biking is allowed only on the designated mountain bike trails displayed on the Berlin Town Forest Recreation Map (Appendix A). Mountain biking is not permitted prior to May 15 or after November 1. To minimize trail erosion, riding in muddy conditions is prohibited. The Berlin Conservation Commission may suspend use of trails if trail conditions warrant, or if other conditions such as nesting raptors occur and the purposes of the Easement cannot be supported with continued use. Mountain bikers must ride in control and yield to pedestrians. Pedestrians should move to the side of the trail when approached by a bike. Motorized bikes are not permitted on the property.

Snowmobiling

Snowmobiling is allowed only on the designated snowmobile trails displayed on the official VAST trail map, and only when VAST has opened the trails for snowmobile use (vtvast.org/trails.html). Approved snowmobile trails must also be displayed on the Berlin Town Forest Recreation Map (Appendix A). All state snowmobile laws will be enforced in the Berlin Town Forests. (Appendix F: Vermont Snowmobile Laws) Snowmobilers must ride in control and yield to non-motorized users. Non-motorized users should move to the side of the trail when approached by a snowmobile. The speed limit on the shared use Darling and Ridgeline Trails is as posted to insure protection and enjoyment of all users.

Other

- ATV use shall not be permitted unless a Special Use Permit is authorized by the Berlin Conservation Commission.
- Off season special use permits may be issued by the Berlin Conservation Commission for disabled riders or for other reasonable uses such as research and must be consistent with the purposes of the Conservation Easement.

- All camping is prohibited except by special use permit issued by the Berlin Conservation Commission and based on the appropriateness of the site and use.
- All fires are prohibited except as authorized by a special use permit issued by the Berlin Conservation Commission and the Town Fire Warden if necessary.
- All discharge of firearms is prohibited except for hunting of game in season.

IV TRAIL PLAN

The objective of the proposed trail system is to allow individuals to access the property in a manner that avoids ecologically sensitive areas, minimizes erosion and maximizes the aesthetically pleasing areas of the property for a variety of users. Trails will be designed for a variety of uses. Trails shall be well marked, safe, and designed to provide access and enjoyment while preserving the natural resources of the area.

Corridor Managers

The Town will develop a trail corridor manager program with various organized user groups. Mountain bike and snowmobile corridor managers will be responsible for the establishment, maintenance, and repair of trails; and the monitoring and enforcement of trail use rules.

All Corridor Managers will sign a written Corridor Management Agreement with the Town of Berlin that will be reviewed and renewed annually by an agreed upon date specified in the Corridor Management Agreement (Appendix D: Corridor Management Agreement). The agreement will define responsibilities of each party. Corridor Managers shall monitor trail condition and use, and will provide an annual report to the Berlin Conservation Commission that describes the condition of the trails; planned maintenance, repair, or construction for the trails; and any actions taken or required to control unauthorized or inappropriate use of the trails or property. Use of the trails is a privilege that may be revoked if there is inappropriate or unauthorized use resulting in damage to the property or non-compliance with the terms or purposes of the Easement (Appendix B).

Corridor Managers shall be responsible for maintaining any multi-use trails that they are authorized to use. Routine maintenance; such as cleaning of water bars, removal of fallen limbs, or grooming of trails; may be conducted with no pre-approval. Non-routine repair, maintenance, or improvement of existing trails must be pre-approved in writing by the Conservation Commission.

Corridor managers may be authorized to construct new multi-use recreational trails after Conservation Commission review and the amendment of this Management Plan. Trail maintenance, design and construction shall be guided by agreed upon standards (Appendix E: Trail Standards), follow the guidelines described in the following sections below, and be consistent with the purposes of the conservation easement. Corridor Managers will be responsible for knowing and following State of Vermont Statutes pertaining to permitting, water quality, and mandated protection of wetlands and critical habitats. The Berlin Conservation Commission can assist Corridor Managers in identifying and locating areas of concern on the

property. Trail use must be compatible with other uses in the forest, especially non-motorized use.

Corridor Managers will work to educate their members and the public on appropriate trail usage. They will develop strategies for shutting down unauthorized or inappropriate use and for informing the public and their membership as to loss of privileges due to such use. The Berlin Conservation Commission will oversee corridor management to assure compliance with the plan.

The Town of Berlin has Corridor Management Agreements with the following organizations:

- Montpelier Area Mountain Bike Association (MAMBA): Mountain Biking
- Vermont Association of Snow Travelers (VAST) Barre Thunder Chickens and Northfield Snowmobilers: Snowmobiling

A. General Trail Construction Principals

All participating parties agree to abide by the following principles in any trail construction:

- Trails will be maintained; and designed, located, and constructed according to applicable, approved standards. A list of approved standards can be found in Appendix E: Trail Standards.
- At a minimum, all trail construction and maintenance must meet the water quality standards found in the Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont. (Appendix E: Trail Standards.)
- Trail design shall minimize the impact of all uses to prevent the degradation of the areas through which trails pass;
- Trails will be built to the minimum size required for the particular use or uses;
- Trail work should be completed with as little disturbance to the natural environment as possible;
- Trails should be designed to link with other authorized trails or roads in the Irish Hill area such as the Darling Road trail;
- Trails shall be inspected twice annually at a minimum;
- Seasonal trips should be made to clear blow-downs, cut spring growth and to control litter.

B. CONSTRUCTION AND MAINTENANCE

Trail construction and maintenance will rely on native materials and simple tools and techniques to retain the simple, primitive character of any trails, while allowing for local discretion, resourcefulness, and artistry. No trail relocations will take place without notification of and written approval from the Berlin Conservation Commission. All relocations will provide a trail environment equal or better than existing location and must be in compliance with the purposes

of the Easement. Criteria for making this determination will include impact on natural resources, aesthetics and the recreational experience.

C. STREAM CROSSINGS AND BRIDGES

Trails shall be located to minimize stream crossings and areas susceptible to water problems. Alternative crossing options should be considered before an artificial structure is added to the forest. Bridges will be used, when necessary, to protect sensitive soils along a stream bank. Approval for bridges will be managed by the Berlin Conservation Commission subject to the Conservation Easement.

If inspections of the streams determine a problem with erosion or sedimentation, the source will be determined and action will be taken meeting AMP standards to resolve the problem. If the problem cannot be resolved immediately, the area will be closed off to all but dispersed, pedestrian use until such time as the situation has been remediated.

D. TRAILHEADS AND PARKING

Parking is available east of the Darling Trail trailhead in the Brookfield Road parking area. Parking for vehicles with trailers is not permitted at the trailhead due to limited space and the requirement to assure minimal impact on the use of the Property for the principal purposes as described in the Easement. The Town of Berlin may place signs at a trailhead which describe the permitted and prohibited uses of the Property, the condition of trails, and any other information pertinent to the use and management of the Property. Local volunteers, will monitor trailheads for litter and illegal or improper parking.

E. TRAIL MONITORING

The use of Irish Hill for recreational purposes must be monitored to ensure that misuse does not occur and shared use objectives are met. Corridor managers will be responsible for monitoring their trails in season. They will develop a monitoring program protocol and will monitor trails. This monitoring program may include the use of the trail counter and other methods to collect actual trail use data.

F. UNAPPROVED TRAILS

Unapproved trails will be brushed in, signed, or otherwise effectively blocked using accepted practices. Corridor Managers and the Berlin Conservation Commission will work to educate users who are unaware of the Irish Hill policies.

G. PUBLIC INFORMATION, EDUCATION, AND OUTREACH PROGRAMS

The Berlin Conservation Commission will work with user groups and corridor managers to educate their constituents in using trails without damaging natural resources or spoiling the experience of others; appreciating the forest experience; understanding the areas cultural and

natural history; and having a safe and enjoyable visit to the Property. Education and information efforts may include newsletters, meetings, listserv messages, brochures, maps and field programs.

H. SIGNAGE

The Berlin Conservation Commission will work with local volunteers and organizations to create signs for all approved recreational trails and, if necessary, for alerting users to the closure of trails. Signs shall be used to designate trail locations, to describe authorized trail uses, to alert users to safety measures and trail closures, and to promote the educational objectives of the Easement. Signs may also be placed at lower elevation entrances to the property (i.e., on Darling Road) to describe permitted and prohibited uses of the Property and to provide any other information necessary to promote the conservation values of the Property.

I. INVASIVE PLANTS

Trails will be maintained in a manner that reduces the introduction and spread of invasive plants.

V. WILDLIFE HABITAT

The condition and variety of wildlife habitat on the Irish Hill parcel was significantly altered by previous heavy logging. Habitat on that portion of the property is now largely limited to nesting areas for neo-tropical migratory birds, food resources (for deer and moose in the form of ample hardwood regeneration and for bear and other mammals in the form of dense raspberry and blackberry thickets and wetland forage areas), small, dispersed winter yards for deer, and perches for raptors.

The former Lawson property has more varied vegetation and has a wider variety of habitat. The combination of open and forested areas with adjacent water and an old apple orchard makes for especially rich habitat for a variety of animals. The upper or middle portion of the property above the Darling Trail fields has several important vernal pools and is an important whitetail bedding area. This combination of habitat elements should be maintained or enhanced to protect the value of the habitat, and all trails should avoid the area.

A large field adjacent to Darling Trail at the historic Stewart homestead is mowed every three years in the fall, by the Conservation Commission, after bird nesting season has been concluded to maintain an open area and diversity of habitat. Many apple trees around the field will be maintained to provide a resource for wildlife.

Many invasive, including honeysuckle and buckthorn, are found along Darling Trail and the Stewart fields. Our experience and warning from the County Forester is that whenever the canopy is opened or land disturbed, these invasives begin to spread. Many of these invasives have a detrimental effect on wildlife, especially migrating birds, as well as on valuable resources such as wetlands. The Conservation Commission has historically removed invasives along

Darling Trail with the assistance of a consultant and will continue to work on efforts to control the invasive spread on the property.

During the field work for the forest management plan on the Lawson property, a number of vernal pools were evaluated. These pools are critical to the success of many amphibians and must be protected from disturbance from recreational and timber harvesting activities. A 200-foot no-cut buffer zone should be delineated around each vernal pool to ensure that there is adequate shade to prevent the pools from drying out prematurely and to protect the habitat required by vernal pool users year-round. Care should be taken up to 800 feet from important pools, especially when timber harvesting to protect habitat. Care must be taken to lay out skid trails in such a way as to not alter the natural flow of water into or out of the pools.

VI. NATURAL COMMUNITIES

Elizabeth Thompson and Eric Sorenson define natural communities in their book *Wetland, Woodland, Wildland: A Guide to the Natural Communities of Vermont* in the following way:

“A natural community is an interacting assemblage of organisms, their physical environment, and the natural processes that affect them.”

Using this definition as a basis, forest types, or the forest that is seen currently on the land, could be described as:

“A forest type is an interacting assemblage of organisms, their physical environment, and the natural processes and human activities that affect them.”

The Irish Hill parcel is dominated by the northern hardwood natural community. This is the most common natural community in Vermont and has several variants, some of which are also present on Irish Hill. Along the rest of the ridge there is a significant area of rich northern hardwood forest. Understory plants such as Dutchman’s breeches, squirrel corn, maidenhair fern, and hepatica are common in this natural community. The common tree species are sugar maple and white ash, with common associates being basswood, butternut, yellow birch, beech, and black cherry, among others. Trees in this community grow fast, tall, and straight due to the enriched soil conditions.

Also present on this parcel and the former Lawson parcel is the Northern hardwood- Hemlock natural community. The Lawson parcel has an area of open land that is recently abandoned agricultural land. The natural community type for this area has not been determined, but the forest type is primary successional hardwood. Another important natural community found on the Larson property is the vernal pool (see above, Wildlife Habitat).

The Berlin Conservation Commission will work to locate and develop strategies to protect natural communities and other important plant and wildlife habitat and important ecological resources.

VII. STRUCTURES

The Easement allows the town to construct, maintain, repair, replace, and use permanent or temporary rustic structures. These structures may not have utilities and must be built in support of public, outdoor, non-commercial recreational and educational uses that are allowed by the Easement. At this time the Town has no plans to construct any such structures.

VIII. FOREST MANAGEMENT PLAN

Forest Management Plans written by Washington County forester Russ Barrett included in this plan is found in Appendix C: Forest Stewardship Plans.

IX. Signature Page

This Forest Management Plan will help guide the Town for Berlin in actively managing and protecting their town forest. The signatures below indicate the approval and certification of this Forest Management Plan by the following parties.

This management plan is adopted on _____, 2021.

TOWN OF BERLIN SELECTBOARD

By: Justin Lawrence, Selectboard Chair

By: Brad Towne, Selectboard Vice Chair

By: Florence Smith, Selectboard Member

By: John Quinn III, Selectboard Member

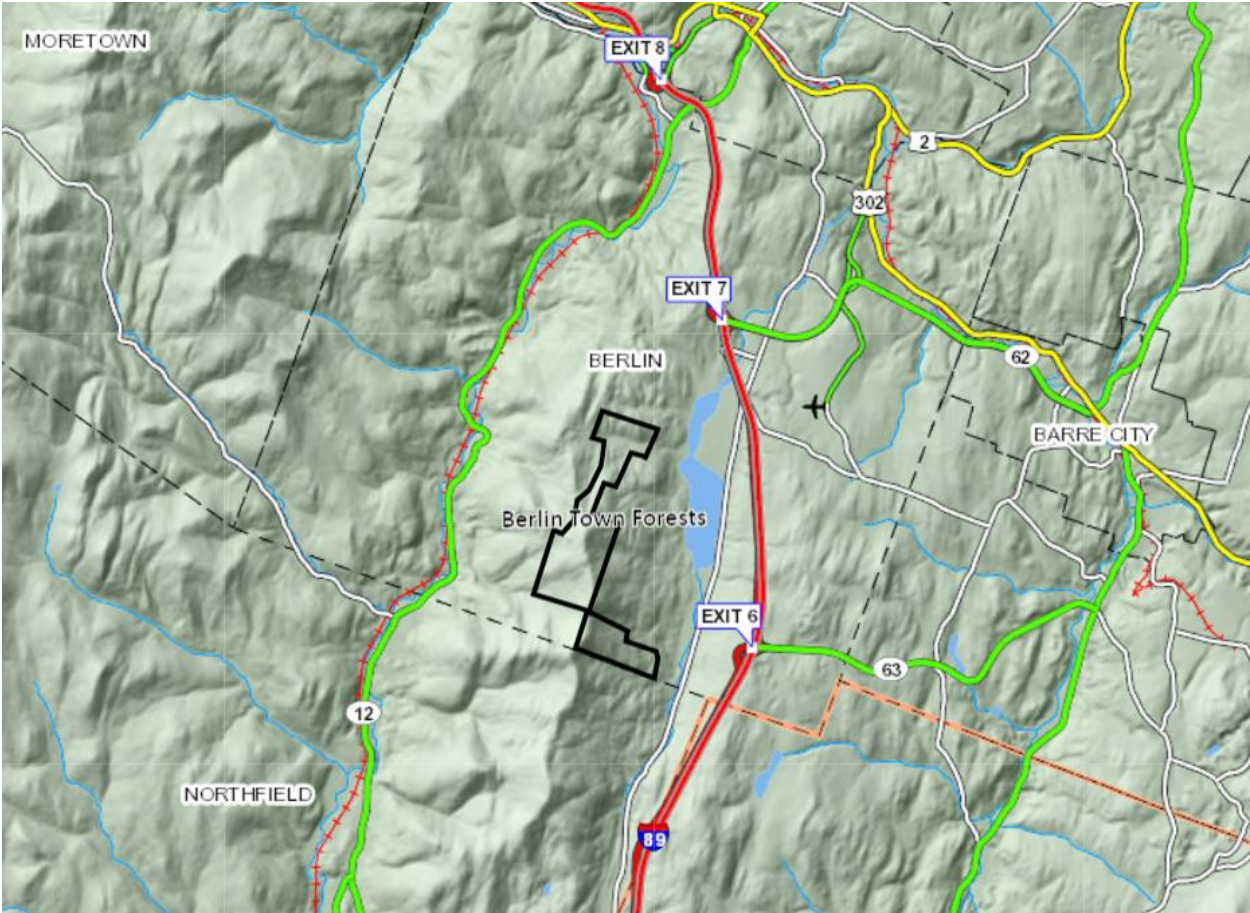
By: David Sawyer, Selectboard Member

VERMONT LAND TRUST

By: Name

APPENDIX A: MAPS

Map 1: Berlin Town Forest Location Map



Map 2: Berlin Town Forest Parcel Map (Lawson, Dufresne, Malone, Kelly)



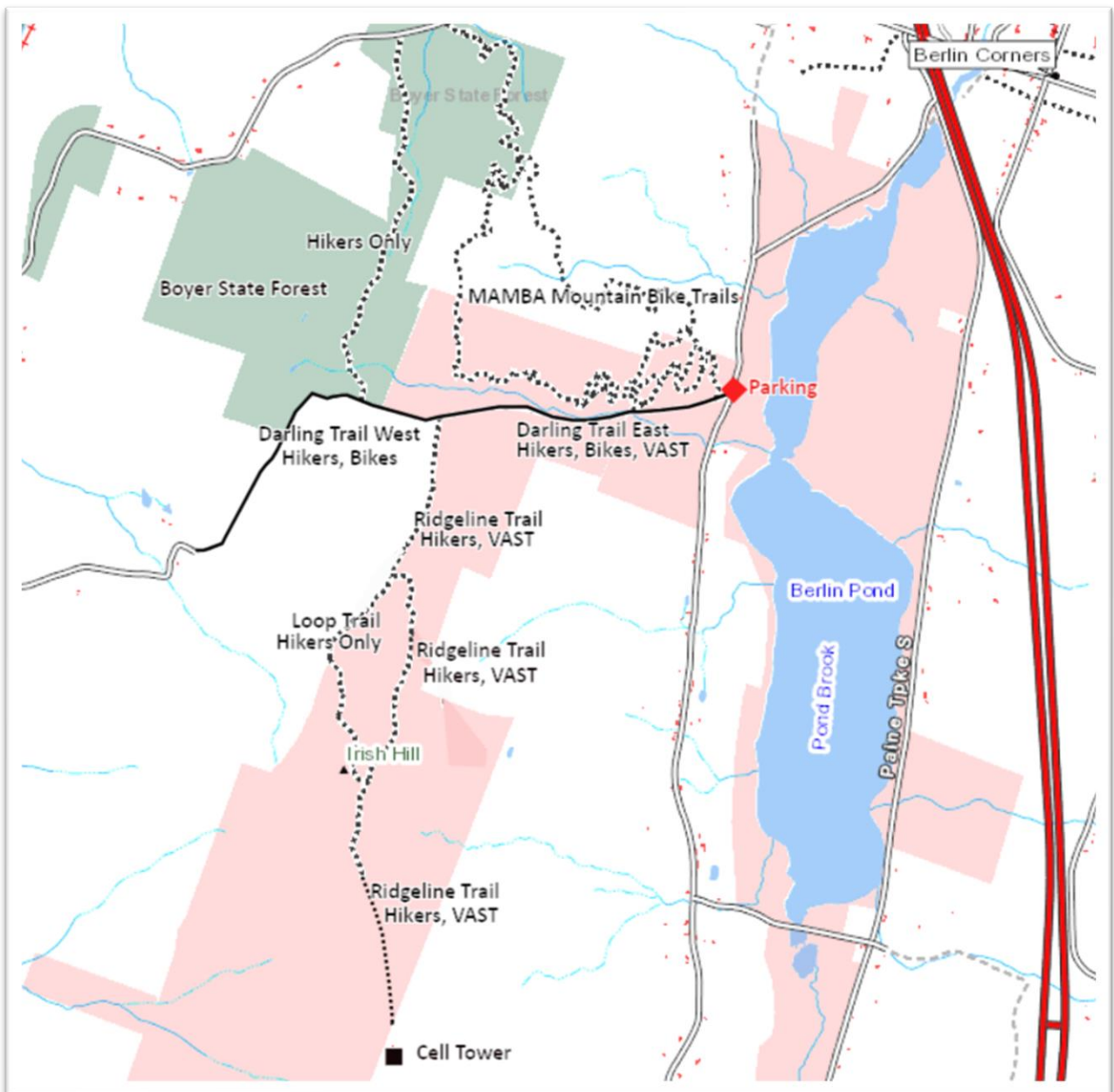
Map 3: Irish Hill Trails

All trails are open to non-motorized, non-mechanical recreation.

Non-motorized bikes are permitted on the MAMBA Mountain Bike trails and Darling Trail. Trails are open to bikes, May 15 to November 1. Please do not ride in wet conditions. For more information, visit <https://bikemamba.org/trails/>, "Irish Hill, Berlin".

Snowmobiles are permitted on Darling Trail East and Ridgeline Trail, when the trails are opened by VAST. For more information, visit <https://vtvast.org/trails.html>.

All trail users should be aware that some existing trails not designated on this map are on private property and should only be used with permission.



APPENDIX B: EASEMENT AGREEMENT

**QUITCLAIM DEED AND
GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS AND
PUBLIC ACCESS EASEMENT**

WHEREAS, TOWN OF BERLIN is the current owner of certain lands and premises in the Town of Berlin, Washington County, Vermont, consisting of approximately 525 acres ("the Original Land") which is subject to a conservation easement and restrictions granted to the VERMONT LAND TRUST, INC. by the following instruments:

1. Grant of Development Rights, Conservation Restrictions and Public Access Easement on 404.9 acres dated December 28, 2000; conveyed by Vermont River Conservancy, Inc. and recorded in Book 85 at page 76 of the Town of Berlin Land Records ("the VRC Grant"); and
2. Grant of Development Rights, Conservation Restrictions and Public Access Easement on 120 acres dated April 1, 2002; conveyed by Marcus L. Lawson and recorded in Book 89 at page 462 of the Town of Berlin Land Records ("the Lawson Grant"); and

WHEREAS, the Town of Berlin has acquired from John L. Dufresne, Jr. and Pamela P. Dufresne on or about the date of this Grant a parcel of land adjacent to the Original Land consisting of 48.1 acres ("the Additional Land"); and

WHEREAS, the parties hereto agree that for simplicity and consistency of management the VRC Grant and Lawson Grant ("the Original Grants") should be extinguished and re-established under a single Grant to also include the Additional Land all in conformity with the purposes of the Original Grants as stated therein and for the purposes hereinafter set forth; and

WHEREAS, the parties hereto intend that this Grant of Development Rights, Conservation Restrictions and Public Access Easement ("this Grant") shall replace the Original Grants in their entirety, and in so doing, the Town of Berlin shall hold title in and to the combined 573 acre Protected Property, as described in Schedule A attached hereto and incorporated herein, subject to this Grant; and

WHEREAS, the VERMONT LAND TRUST, INC. is a publicly supported non-profit corporation incorporated under the laws of the State of Vermont, and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose purpose is to preserve undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific and natural resources of the state through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, the economic health of Vermont is closely linked to its agricultural and forest lands, which not only produce food products, fuel, timber and other products, but also provide much of Vermont's scenic beauty, upon which the state's tourist and recreation industries depend; and

WHEREAS, the State of Vermont has repeatedly sought to foster the conservation of the state's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including, but not limited to, Title 10 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 V.S.A. Chapter 124 (Current Use Taxation); Title 32 V.S.A. Chapter 231 (Property Transfer Tax); Title 32 V.S.A. Chapter 235 (Land Gains Tax); Joint Resolution #43 adopted by the Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the conservation of this property as forest, agricultural, and open space land is consistent with and in furtherance of the town plan adopted by the Town of Berlin, the regional plan adopted by the Central Vermont Regional Planning Commission, and the purposes set forth in Title 10, Vermont Statutes Annotated, Section 6301.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned hereby extinguish the Original Grants in their entirety and replace them with this Grant of Development Rights, Conservation Restrictions and Public Access Easement as follows:

KNOW ALL PERSONS BY THESE PRESENTS that: (1) VERMONT LAND TRUST, INC., a non-profit corporation organized under the laws of the State of Vermont with offices in Montpelier, Washington County, Vermont, for itself and its successors and assigns, in consideration of One Dollar paid to its full satisfaction by the TOWN OF BERLIN, a Vermont municipality located in Washington County, Vermont, does hereby remise, release, and forever quitclaim unto said Town of Berlin, and its successors and assigns forever, all right and title which said Vermont Land Trust, Inc. has in and to certain land and premises in the Town of Berlin, Washington County, Vermont consisting of

approximately 525 acres and being referred to above as the Original Land by virtue of the above-described Original Grants; and (2) the TOWN OF BERLIN, a Vermont municipality located in Washington County, Vermont on behalf of itself and its heirs, successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to its full satisfaction by the VERMONT LAND TRUST, INC, does freely give, grant, sell, convey and confirm unto the VERMONT LAND TRUST, INC., a Vermont non-profit corporation with its principal offices in Montpelier, Washington County, Vermont, its successors and assigns (hereinafter "Grantee") forever, the development rights, a perpetual conservation easement and restrictions and a public access easement on 573 acres (as more particularly set forth below) situated in the Town of Berlin, Washington County, Vermont (hereinafter "the Protected Property"), said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights, perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantee consists of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that the development rights, perpetual conservation easement restrictions, and public access easement shall constitute a servitude upon and shall run with the land.

I. Purposes of this Grant and Management Plan.

A. Statement of Purposes.

Grantor and Grantee acknowledges that the purposes of this grant are as follows:

1. As primary purposes, to conserve forestry values, wildlife habitats, biological diversity, natural communities, riparian buffers, aquatic habitats, wetlands, soil productivity, water quality and native flora and fauna 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, and non-motorized, non-commercial recreational opportunities, open space values, scenic resources associated with the Protected Property for present and future generations.

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

- (a) has been identified by the Town of Berlin and the City of Montpelier as a priority for conservation;
- (b) lies mostly within the watershed of Berlin Pond, the drinking water source for the City of Montpelier and portions of the Town of Berlin;
- (c) abuts public land, including land of the Boyer State Forest, Village of Northfield, and City of Montpelier, whose land includes nearly the entire undeveloped shoreline of Berlin Pond;
- (d) includes 5,400 feet of frontage on Legal Trail # 4 (also known as Darling Road);
- (e) traversed by 3,400 feet of a perennial stream, known locally as Darling Brook, that flows into Berlin Pond;
- (f) includes a variety of upland and wetland natural communities and the varied flora and fauna that these natural communities support;
- (g) is used extensively for public recreation both on existing trails and through dispersed, non-trail recreation; and
- (h) is visible from Interstate 89

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. The purposes set forth above in this Section I are hereafter collectively referred to as the "Purposes of this Grant".

B. Management Plans.

Grantor will, from time-to-time develop comprehensive Management Plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). The Management Plans shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant; and
2. At a minimum, the Management Plans shall identify actions necessary to accomplish the following and shall appropriately balance all the resource attributes of and human uses for the Protected Property:
 - a. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
 - b. provide for meaningful recreational links to private and public lands;
 - c. details of sustainable forest management activities, including a forest management plan to be approved by Grantee;
 - d. provide a plan for sign and trail use that has minimal impact on water quality and plant and wildlife habitat;
 - e. provide for the sustainable use of wildlife resources;
 - f. provide for the identification and protection of natural communities, plant, wildlife habitat and other ecologically sensitive or important areas; and
 - g. provide for the regulation of motorized and mechanized activity provided that it is compatible with other uses permitted by the Grant and has no more than minimal adverse impact on the Protected Property and its attributes.
3. Otherwise be consistent with 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 Berlin 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. The Protected Property shall be used for educational, forestry, non-motorized, non-commercial recreation, habitat conservation, natural area and open space purposes only, except as otherwise specifically permitted under this Grant. No residential, commercial, industrial or mining activities shall be permitted. No building or structures shall be constructed, created, erected or moved onto the Protected Property, including but not limited to, telecommunication towers, 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, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantee, except as otherwise specifically permitted under this Grant. Grantee may grant such permission if they reasonably determine that any such improvement 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 V, below). Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee, with the prior written permission of Grantor.
4. The placement, collection or storage of trash, human waste, or any other unsightly, harmful or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee and shall be consistent with the Grant and the Management Plans. The temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.
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 this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. Grantor shall not give, grant, sell, convey, subdivide, convey in separate parcels, 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 in the Grantee's sole discretion.

7. There shall be no operation of motor vehicles on the Protected Property except for uses specifically reserved in Section III below such as wildlife and forest management, trail grooming, maintenance, handicap access, and for safety or emergency purposes. Snowmobiling may be permitted at the discretion of Grantor.

8. There shall be no manipulation of natural watercourses, marshes, 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 reasonably necessary to carry out the uses permitted on the Protected Property under this Grant.

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-motorized, non-commercial recreational purposes including, but not limited to, bird-watching, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation consistent with the Purposes of this Grant. Use of the Protected Property for motorized recreation (including, but not limited to, snowmobiling) and for non-motorized, mechanized recreation (including, but not limited to, mountain biking) and by animals capable of transporting humans (including, but not limited to, horses) 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.

2. 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 the management of vegetation and wildlife, and the use and management of the Protected Property for non-motorized, non-commercial recreation. This Section III(2) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.

3. The right to conduct maple sugaring operations. Further, the right to harvest timber and other forest products, together with the right to construct and maintain roads necessary for such activities, installing all erosion control devices and employing all applicable recommended practices described in 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 and which forest management plan shall be a component of the Management Plans (see Section III(B)).

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, 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.

5. 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, forestry, or 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, (ii) is for uses

consistent with the Purposes of this Grant, and (iii) authorizes only uses of or actions on the Protected Property consistent of this Grant.

6. The right to construct, maintain, repair, replace and use permanent or temporary structures of a rustic design and without utilities reasonably necessary to support the public outdoor non-commercial, recreational and educational uses permitted by this Grant (including such structures as warming huts, lean-tos, Adirondack shelters, kiosks and outdoor fireplaces); provided that the total number, location, use and construction of such structures is provided for in the Management Plan.

IV. Surface Water Buffer Zones.

The following restrictions shall apply to the perennial stream depicted as "SWBZ" on the Berlin Town Forest Conservation Plan, or any successor maps approved by Grantee, depicting the Protected Property, and shall supersede the foregoing Sections II and III:

There shall be no harvesting or other forest management activities conducted in those areas lying within 50' of each bank of the perennial stream depicted as "SWBZ" on the Berlin Town Forest Conservation Plan. Stream crossings, for the purpose of constructing roads for transporting machinery and harvested timber, are exempt from this restriction, but the number and width of such crossings shall be kept to a minimum and said crossings shall include the installation of all erosion control devices and employ all recommended practices described in the AMPs.

V. 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 dispersed recreational and educational purposes (including, but not limited to, bird-watching, boating, cross-country skiing, fishing, hiking, 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 (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). 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.

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 hand or by 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 but which has caused Grantee to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall at Grantee's request reimburse Grantee all such costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantee to corrective action on the Protected Property, if necessary. If the court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse 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 Grantor has not failed to comply with this Grant and that 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 and ex parte relief, as the Court deems just.

The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings. No delay or omission by Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair 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, when the event or circumstance of non-compliance 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 Grantee before commencing an activity or act, and where Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

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 Berlin and the State of Vermont.

3. Grantee shall transfer the development rights, public access easement, 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 the development rights or conservation restrictions conveyed to 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 using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal performed at the direction of either Grantor or Grantee in the year of this conveyance. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific, 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 Berlin 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, the Town of Berlin. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc.

8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Land Trust, Inc.

TO HAVE AND TO HOLD (1) all right and title in and to said quitclaimed premises, with the appurtenances thereof, to said TOWN OF BERLIN, and its successors and assigns, to its own use and behoof forever; and furthermore the said VERMONT LAND TRUST, INC., for itself and its successors and assigns, does covenant with the said TOWN OF BERLIN, its successors and assigns, that from and after

the ensembling of these presents, the said VERMONT LAND TRUST, INC. will have and claim no right in or to the said quitclaimed premises except as herein granted and conveyed; and (2) said granted development rights, conservation easement and restrictions and public access easement, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT LAND TRUST, INC., its successors and assigns, to its own use and behoof forever, and the said Grantor, TOWN OF BERLIN, for itself, and its heirs, 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 those of record, and it hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this 19th day of May, 2008.

Signed, sealed and delivered
In The Presence Of:

GRANTOR
TOWN OF BERLIN


Witness to PM

By: 
Patricia McDonald, Selectboard Chair

GRANTEE
VERMONT LAND TRUST, INC.


Witness to VLT

By: 
Its Duly Authorized Agent

STATE OF VERMONT
WASHINGTON COUNTY, ss.

At Montpelier, this 19th day of May, 2008, Patricia McDonald, Selectboard Chair of the Town of Berlin, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Town of Berlin, before me.


Notary Public
My commission expires: 02/10/2011

STATE OF VERMONT
WASHINGTON COUNTY, ss.

At Montpelier, this 19th day of May, 2008, John H. Roe, duly authorized agent of the Vermont Land Trust, Inc., personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Vermont Land Trust, Inc., before me.


Notary Public
My commission expires: 02/10/2011

SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises conveyed to Grantor by the following deeds, all recorded in the Town of Berlin Land Records:

1. Warranty Deed of Marcus Lawson dated April 1, 2002 and recorded in Book 89, Page 467.
2. Warranty Deed of the Vermont River Conservancy, Inc. dated December 29, 2000 and recorded in Book 85, Page 75.
3. Warranty Deed of John L. Dufresne, Jr. and Pamela P. Dufresne of on or about even date herewith and to be recorded herewith.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon commonly known as Berlin Town Forest and generally described as containing 573 acres, more or less, lying on both sides of Legal Trail # 4 (also known as Darling Road), in the Town of Berlin, Vermont.

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust - Berlin Town Forest, Town of Berlin, Washington Co., VT, May 2008" signed by the Grantor and VLT (referred to throughout this Grant and its Schedules as "Berlin Town Forest Conservation Plan"). The Berlin Town Forest Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to VLT at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Berlin Town Forest Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Berlin Town Forest Conservation Plan is kept by VLT in its Stewardship Office. The Berlin Town Forest Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.

Grantor and Grantee do not intend to imply any limitation on the area of land included in this description, should a survey determine that additional land is also encumbered by the Grant. If, in the future, the Grantor or Grantee shall prepare a survey of the Protected Property, of any portion thereof, or of any excluded lands, and that survey is accepted by the other party or confirmed by a court, the descriptions in the survey shall control.

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

TOWN CLERK'S OFFICE - BERLIN, VT

Received for Record
May 21 A.D. 2008
at 12:00 o'clock 30 Minutes P M
Recorded in Book 113 Page 122-129
of Records Records.
Attest Roanney Mac Town Clerk

VERMONT PROPERTY TRANSFER TAX RETURN
 VERMONT DEPARTMENT OF TAXES
 MONTPELIER, VERMONT 05633

(PLEASE TYPE OR PRINT CLEARLY)

A SELLERS (TRANSFEROR'S) NAME(S)		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Town of Berlin		108 Shed Road, Berlin, VT 05602	
B BUYERS (TRANSFEEE'S) NAME(S)		COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Land Trust, Inc.		8 Bailey Avenue Montpelier, VT 05602	03-0264836
C PROPERTY LOCATION (Address in full) both sides of Barling Road Berlin			D DATE OF CLOSING May 17, 2008
E INTEREST IN PROPERTY			
1. <input type="checkbox"/> FEE SIMPLE 3. <input type="checkbox"/> UNDIVIDED 1/2 INTEREST 5. <input type="checkbox"/> TIME-SHARE 7. <input checked="" type="checkbox"/> BASEMENT ROW			
2. <input type="checkbox"/> LIFE ESTATE 4. <input type="checkbox"/> UNDIVIDED % INTEREST 6. <input type="checkbox"/> LEASE 8. <input checked="" type="checkbox"/> OTHER public access			
F LAND SIZE (Acres of tract(s) owned) 573 +/-		G SPECIAL FACTORS: HAVE DEVELOPMENT RIGHTS BEEN CONVEYED NO x YES WAS SALE BETWEEN FAMILY MEMBERS NO YES STATE RELATIONSHIP: FINANCING: <input type="checkbox"/> CONVENTIONAL BANK <input type="checkbox"/> OWNER FINANCING <input type="checkbox"/> OTHER	
H BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY):			
1. <input checked="" type="checkbox"/> NONE 5. <input type="checkbox"/> FARM BUILDINGS 8. <input type="checkbox"/> STORE			
2. <input type="checkbox"/> FACTORY 6. <input type="checkbox"/> MULTIFAMILY WITH _____ (INSERT NUMBER) DWELLING UNITS TRANSFERRED 10. <input type="checkbox"/> OTHER _____			
3. <input type="checkbox"/> SINGLE FAMILY DWELLING 7. <input type="checkbox"/> MOBILE HOME YEAR _____ MAKE _____ SER. NO. _____			
4. <input type="checkbox"/> CAMP/VACATION HOME 9. <input type="checkbox"/> CONDOMINIUM WITH _____ (INSERT NUMBER) UNITS TRANSFERRED			
CHECK WHETHER THE BUILDINGS WERE EVER: <input type="checkbox"/> OCCUPIED <input type="checkbox"/> RENTED <input type="checkbox"/> WILL BE RENTED AFTER SALE			
I PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):			
1. <input type="checkbox"/> PRIMARY RESIDENCE 3. <input type="checkbox"/> CAMP/VACATION 5. <input type="checkbox"/> OPERATING FARM 7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____			
2. <input type="checkbox"/> OPEN LAND 4. <input checked="" type="checkbox"/> TIMBERLAND 6. <input type="checkbox"/> GOVERNMENT USE 8. <input type="checkbox"/> OTHER _____			
J PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):			
1. <input type="checkbox"/> PRIMARY RESIDENCE 3. <input type="checkbox"/> CAMP/VACATION 5. <input type="checkbox"/> OPERATING FARM 7. <input type="checkbox"/> COMMERCIAL/INDUSTRIAL _____			
2. <input type="checkbox"/> OPEN LAND 4. <input checked="" type="checkbox"/> TIMBERLAND 6. <input type="checkbox"/> GOVERNMENT USE 8. <input type="checkbox"/> OTHER _____			
WAS PROPERTY PURCHASED BY TENANT NO YES DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY NO YES			
K CURRENT USE VALUE PROGRAM: IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A. YES <input checked="" type="checkbox"/> NO			
L IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N, AND O BELOW.			
M TOTAL PRICE PAID \$ 0.00 N PRICE PAID FOR PERSONAL PROPERTY \$ _____ O PRICE PAID FOR REAL PROPERTY \$ 0.00			
STATE TYPE OF PERSONAL PROPERTY IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE EXPLAIN: _____			
PROPERTY TRANSFER TAX		MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES	
P TAX DUE: Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS		\$ 0.00	
Q DATE SELLER ACQUIRED 2000, 2002, 2009			
R IF A VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET ^{#2} (CONTINUED ON REVERSE SIDE)			

THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK

TOWN/CITY _____	ACKNOWLEDGMENT	TOWN NUMBER
DATE OF RECORD _____	RETURN RECEIVED (INCLUDING CERTIFICATES AND ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	
BOOK NUMBER _____ PAGE NO. _____	SIGNED _____ CLERK	
LISTED VALUE \$ _____ GRAND LIST YEAR OF _____	DATE _____	
PARCEL ID NO. _____		
GRAND LIST CATEGORY _____		
SPAN _____		

RATE SCHEDULE	
1. Tax on Special Rate Property:	
a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions).....	1. a. \$ _____
b. Value of property enrolled in current use program	b. \$ _____
c. Value of qualified working farm	c. \$ _____
d. Add Lines 1a, b and c	d. \$ _____
e. Tax rate	e. <u>0.005</u>
f. Tax due on Special Rate Property: Multiply Line 1d by Line 1e.....	f. \$ _____
2. Tax on General Rate Property:	
a. Enter amount from Line 0 on front of return	2. a. \$ _____
b. Enter amount from Line 1d of Rate Schedule above	b. \$ _____
c. Subtract Line 2b from Line 2a	c. \$ _____
d. Tax Rate	d. <u>0.0125</u>
e. Tax due on General Rate Property: Multiply Line 2c by Line 2d	e. \$ _____
3. Total Tax Due:	
Add Lines 1f and 2e and enter here and on line P on front of return	3. \$ _____

LOCAL AND STATE PERMITS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.

B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations and wastewater system and potable water supply rules under Chapter 64 of Title 10 pertaining to the property may limit significantly the use of the property.

C. That this transfer is in compliance with or is exempt from the wastewater system and potable water supply rules of the Agency of Natural Resources for the following reasons:

1. This property is the subject of Permit No. _____ and is in compliance with said permit, or

2. This property and any retained parcel is exempt from the wastewater system and potable water supply rules because (see instructions for exemptions):

a. Parcel to be sold: Exemption Number _____

b. Parcel retained: Exemption Number _____

Seller(s) further certifies as follows:

D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development law (Act 250), for the following reason:

1. This property is the subject of Act 250 Permit No. _____ and is in compliance with said permit, or

2. This property is exempt from Act 250 because: (list exemption number from Line D in instructions) _____

E. That this transfer does not (strike one) result in a partition or subdivision of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filing with the town clerk (see Line E instructions).

WITHHOLDING CERTIFICATION

Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):

1. Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.

2. Buyer(s) certifies that the parties obtained withholding certificate no. _____ from the Commissioner of Taxes in advance of this sale.

3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171).

4. Seller(s) is a mortgagee conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES, IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.			
SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Town of Berlin		Vermont Land Trust, Inc.	
By: <i>Steven D. McDonald</i>	5/19/08	By: <i>John H. O'Neil</i>	5/17/08
Its Duly Authorized Agent		Its duly authorized agent	
Preparer's Signature _____		Prepared by _____	
Preparer's Address _____		Buyer's Representative (Print or Type) _____ Tel. _____	

APPENDIX C: FOREST STEWARDSHIP PLANS

Forest Management Plan: Berlin Town Forest: Irish Hill Block. February 1997, Russ Barrett.
Kelly Parcel. Includes Butternut study.

Forest Stewardship Plan: Irish Hill Addition – Berlin Town Forest. April 2003. Russ Barrett.
Malone Parcel.

Forest Stewardship Plan: Berlin Town Forest: Lawson Lot. May 14, 2003. Russ Barrett. **Lawson Parcel.**

APPENDIX D: CORRIDOR MANAGEMENT AGREEMENT

A Corridor Management Agreement signed by the Corridor Manager and the Town of Berlin shall be required annually prior to any seasonal use of trails or any non-routine maintenance that requires Berlin Conservation Commission or Vermont Land Trust pre-approval. For additional details, see section "IV TRAIL PLAN," above.

A template that can be modified for specific Corridor Managers follows.

Corridor Management Agreement
Between
the Town of Berlin and _____

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between the Town of Berlin and _____.

WHEREAS: on 07/01/2021, the Town of Berlin created a Berlin Town Forest Management Plan for the Berlin Town Forest which requires Corridor Managers to enter into Corridor Management Agreements,

WHEREAS: _____ is a non-profit organization responsible for _____ . (Name the organization and describe its purpose.)

WHEREAS: The Conservation Easement on the Berlin Town Forest allows _____ if managed in accordance with the restrictions in the Conservation Easement and in accordance with the Town Forest Management Plan;

WHEREAS: The Town of Berlin and _____ consider it mutually advantageous to cooperate with the management and maintenance of _____ trails on the Berlin Town Forest.

NOW THEREFORE:

A. The TOWN OF BERLIN HEREBY AGREES TO:

1. Grant permission to _____, from (date) _____ to (date) _____, to use and to maintain in a safe condition the following trails in the Berlin Town Forests:
_____. Allowed seasonal routine maintenance is defined as _____.
(Insert a trail map.)
2. Work with and provide pertinent information to aid _____ in maintaining and encouraging appropriate use of the designated trails, provided that the Town shall not be obligated to provide assistance beyond that allocated in its budget.
3. Notify _____ when it is determined that trails are in need of repair or maintenance that should be addressed, provided, however, that the Town shall not be obligated to inspect the trails, and shall not be liable except for its own actions.
4. Notify _____ when timber harvest, events, or other activities may necessitate temporary closure of some trails.
5. The Town of Berlin shall from time to time amend the existing Management Plan. Said plan shall provide for the recreational access, use and management of the Berlin Town Forest. The Town of Berlin shall provide _____ with a copy of these plans and shall inform _____ of any proposed changes to the Plan.

B. _____ HEREBY AGREES TO:

1. Act in an independent capacity and not as officers or employees of the Town of Berlin. _____ shall indemnify, defend and hold harmless the Town of Berlin from all claims, suits, or demands for payment for all members, affiliates, or agents of

_____ and any other users of the trails. Further, _____ shall annually provide the Town of Berlin a Certificate of Insurance showing liability insurance coverage of at least _____ dollars (\$x,xxx,xxx), and that such coverage shall name the Town of Berlin as an additional insured.

2. Ensure that all of their activities are in compliance with the Conservation Easement. _____ shall hold the Town of Berlin harmless from any failure to comply with the Conservation Easement, and take such action as shall be requested by the Easement Holders to maintain or restore compliance, except to the extent that such noncompliance was caused by the Town of Berlin. Nothing contained in this Corridor Management Agreement shall create any liability on behalf of the Easement Holder to any third party or create any right, claim or cause of action on behalf of any party other than the obligations to each other set forth herein.
3. Submit an Annual Report to the Town of Berlin by (date) each year. The report will describe the condition of the trails; planned maintenance, repair, or construction for the trails; and any actions taken or required to control unauthorized or inappropriate use of the trails or property.
4. Monitor and manage all _____ use in the Berlin Town Forest to ensure a safe and enjoyable experience for all winter visitors.
 - a. _____ will maintain and sign the trail to ensure the safety of both _____ and other users.
 - b. Educate trail users about personal safety and sustainable usage.
 - c.
 - d.
5. Obtain written approval from the Berlin Conservation Commission prior to performing any maintenance, except for the routine maintenance defined as _____.
 - a. In particular, excavation, filling, grading, tree removal, reestablishment of vegetation including seeding, and trail reroutes will require written pre-approval and often ground-truthing prior to work.
 - b. Any use of motorized vehicles to assist in maintenance must have written pre-approval from the Berlin Conservation Commission. Approval by email is acceptable.
 - c. Conduct all maintenance and construction projects using the best available management techniques and practices such as those described in Appendix E: Trail Standards of Management Plan Irish Hill Berlin, Vermont.
 - d. Herbicides, pesticides, growth inhibitors, or other toxic chemicals are prohibited on the property.
 - e. Trails will be maintained in a condition satisfactory to the Berlin Conservation Commission or other designated agent of the Town of Berlin.
 - f.
 - g.
6. Adjust maintenance techniques based on natural conditions of each trail section.
 - a.
 - b.
7. Obtain and maintain, at its own expense, all permits or licenses required to maintain and manage the _____ trails and shall not violate the terms or conditions of any of those permits, licenses or regulations.

8. Acknowledges that any trail development on adjoining parcels of private forest land is at the sole discretion of those property owners. Development and management of trails located outside of the Berlin Town Forest is the sole responsibility of _____ and is conducted with permission of the landowners.

9.

10.

C. IT IS MUTUALLY AGREED THAT:

1. Permission to perform work on the Town's Property under the terms of the agreement and any authorization supplemental hereto does not in any way convey to _____, its members, officials, or persons volunteering work with _____ in the performance of said work, employee status or any other status that would extend to them the benefits of Town employees.
2. Any improvements constructed under the terms of this Agreement on Town property will be the property of the Town. Nothing contained herein or in the said Management Plan shall grant _____ any leasehold or other interest in the Berlin Town Forest property.
3. Nothing in this Agreement shall be construed as obligating the Town of Berlin to expend labor and funds in excess of allotments or appropriations authorized or available.
4. The Town of Berlin maintains the right to close the trails to _____ use when any of the following are true:
 - Weather conditions make the trails unsuitable for _____ use.
 - Use of the trails is resulting in degradation of surface waters.
 - Damage to the trails may occur due to heavy rain, mud, or other conditions.
 - Use of the trails is resulting in unauthorized _____ use on the remaining property.
 - Use of the trails has resulted in conditions that violate the Conservation Easement or the Management Plan for the Berlin Town Forest.
 - Any other reason, which in the sole discretion of the Town of Berlin would cause public safety or environmental concerns sufficient enough to close the trails to _____ use.
 - The _____ does not abide by this Agreement.
5. This agreement does not grant exclusive rights and privileges to _____. The Town of Berlin reserves the right to use or allow others to use any part of the trail system.
6. This agreement may be terminated at any time by any party by giving sixty days written notice to the other parties or by mutual agreement.
7. This agreement is between the Town of Berlin and _____ herein named, and is not assignable or transferable unless mutually agreed upon by all parties. Nor shall _____ subcontract to any individual or organization to fulfill any of _____ management responsibilities without the advance written permission of the Town of Berlin, which may be withheld at the sole discretion of the Town of Berlin.
8. This Agreement will be reviewed annually and renewed for one-year terms provided that _____ has fulfilled its duties as the _____ Trail Corridor Manager in accordance with this Agreement, the Vermont Land Trust Conservation Easement, and the Management Plan for the Berlin Town Forest. The Corridor Management Agreement

may be renewed by mutual written consent of the Parties, sixty days prior to the expiration date.

9. Termination of this Agreement shall not relieve _____ of its duties hereunder, including but not limited to Sections B.1 (Insurance), B.2 (VLT easement compliance) and B.7 (permitting) above.
10. There shall be no manipulation of natural watercourses, wetlands, or other water bodies, nor shall there be activities conducted on the property which would be detrimental to water quality, or which could alter natural water level or flow, except as is minimally necessary to carry out the uses permitted on these lands under this Agreement and the Conservation Easement.
- 11.
- 12.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Town of Berlin Representative

Date

Witness

Date

Authorized Corridor Manager Representative

Date

Witness

Date

APPENDIX E: TRAIL STANDARDS

Trail maintenance and construction in the Berlin Town Forest will be guided by the latest version of the standards recommended by the Vermont Trail System program within the Vermont Department of Forests, Parks and Recreation, <https://fpr.vermont.gov/recreation/partners-and-resources/vermont-trail-system>. Many trails in the Berlin Town Forest are multi-use and should be built, maintained and managed for all users of a given trail, prioritizing non-motorized use as required by the easement agreement (Appendix B: Easement Agreement).

Vermont Trail System Resources (references updated April 2021)

At a minimum, all trail construction and maintenance must meet the water quality standards found in the **Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont** (publication available at https://fpr.vermont.gov/sites/fpr/files/Forest_and_Forestry/Forest_Management/Library/FullIDocument-7.29.pdf)

General and Multi-Use Trail Standards:

- Trail Planning, Design, and Development Guidelines, by Minnesota Department of Natural Resources, Parks and Trails Division, 2007.
https://www.dnr.state.mn.us/publications/trails_waterways/tgmanual/index.html
- Trail Construction and Maintenance Notebook - 2007 Edition. FHWA.
http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/index.cfm
- Trail Fundamentals and Trail Management Objectives. 2016. USFS.
https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/1623-3801_TrailFdml+TMO_Sec508_11-14-16_150dpi.pdf
- National Park Service, Guide to Sustainable Mountain Trails: Trail Assessment, Planning, and Design Sketchbook, September 2007.
<http://npshistory.com/publications/wilderness/trail-sketchbook-2007.pdf>

Cross-Country Ski Trails:

- Trail Fundamentals and Trail Management Objectives. 2016. USFS. Pages 61-62.
https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/1623-3801_TrailFdml+TMO_Sec508_11-14-16_150dpi.pdf

Hiking Trails:

- The Federal Highway Administration's Trail Construction and Maintenance Notebook - 2007 Edition
(http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/index.cfm)

- Trail Fundamentals and Trail Management Objectives. 2016. USFS. Pages 61-62.
https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/1623-3801_TrailFdml+TMO_Sec508_11-14-16_150dpi.pdf
- Wetland Trail Design and Construction.
http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/01232833/toc.cfm

Mountain Bike Trails:

- Trail Solutions: IMBA's Guide to Building Sweet Singletrack. 2004. IMBA

Snowmobile Trails:

- VAST Guide for the Development of Snowmobile Trails: pdf at
<https://vtvast.org/Forms/2020/Trails%20Manual2019.pdf>
- VAST uses International Snowmobile Trail Guidelines and Signage Standards:
http://www.snowmobilers.org/signal_guides/IASASignGuideline_july05.pdf

General

A long list of FHWA resources, guidance and manuals can be found at:

http://www.fhwa.dot.gov/environment/recreational_trails/guidance/manuals.cfm

American Trails is the leading national clearinghouse for trail information and provides additional professional resources:

<http://www.americantrails.org/resources/accessible/index.html>

The Vermont Town Forest Trail Design Guide was developed as part of the Vermont Town Forest Recreation Planning Toolkit, an initiative of the Vermont Urban and Community Forestry Program, to provide general guidance for designing and developing trails in town forests and beyond. These guidelines are best practices for developing trails that are physically, ecologically, and economically sustainable.

https://vtcommunityforestry.org/sites/default/files/pictures/Town_Forest_Toolkit/Implementation_Pod/trail_design_guide.pdf

The Vermont Town Forest Recreation Planning Natural Resource Guide is designed to assist municipalities in making informed decisions about recreational activities by providing a range of considerations in protecting, maintaining, and enhancing natural resources in town forests. The guide offers general recommendations regarding compatible uses and activities in various natural features, including seasonal considerations, buffers, and management considerations.

https://vtcommunityforestry.org/sites/default/files/pictures/tf_natural_resource_guide_revised_9_23.pdf

APPENDIX F: VERMONT SNOWMOBILE LAWS

The VAST website provides information about riding snowmobiles in Vermont. Click on the “Ride in Vermont” tab. <https://vtvast.org/>

The Vermont Snowmobile Manual (2021) published by the Vermont Department of Motor Vehicles https://dmv.vermont.gov/sites/dmv/files/documents/VN-035-Snowmobile_Manual.pdf

State of Vermont Snowmobile Statutes
<https://legislature.vermont.gov/statutes/fullchapter/23/029>

IX. Signature Page

This Forest Management Plan will help guide the Town for Berlin in actively managing and protecting their town forest. The signatures below indicate the approval and certification of this Forest Management Plan by the following parties.

This management plan is adopted on 21 JUNE, 2021.

TOWN OF BERLIN SELECTBOARD

DID NOT ATTEND MEETING.

By: Justin Lawrence, Selectboard Chair

Brad Towne
By: Brad Towne, Selectboard Vice Chair

Florence E. Smith
By: Florence Smith, Selectboard Member

John Quinn III
By: John Quinn III, Selectboard Member

David Sawyer
By: David Sawyer, Selectboard Member

VERMONT LAND TRUST

Caitlin Cusack 7/2/21
By: Name