

COPY

JONES POINT WILLSBORO
NOBLEWOOD PROPERTY (PARK LOT)

Beach Management Plan

A cooperative partnership between
The Nature Conservancy (TNC) & the Town of Willsboro

The purpose of the Beach management Plan is to develop guidelines for managing vegetation in the Developed Beach Area. These guidelines are more specific than those identified in the conservation easement and are intended to be less ambiguous. The beach management plan is a working document and shall be reviewed annually by both the Grantee and the Grantor. Any issues which develop between annual review periods shall be addressed by both parties and recommendations added to this document.

The protected property includes approximately 3000 feet of undeveloped shoreline on Lake Champlain. The purpose of the conservation easement is to provide for the development of the property as a town park and nature preserve in such a manner as not to degrade any significant conservation values or natural resources of the property.

With specific regards to the Developed Beach Area (as identified on the survey map dated August 11, 1997) The Nature Conservancy's objectives include the protection of the floodplain forest and undeveloped lakeshore. The Town of Willsboro's objective is to develop a public beach area. Both parties feel that these objectives are compatible and have designed a conservation easement that addresses areas of concern.

The conservation easement specifically states that:

Grantor may cut brush and small trees (less than six (6) inches DBH) within the "Developed Beach Area" indicated on the Map, provided that, except as provided in subparagraph (i) below, in no event may Grantor remove live, buried or fallen vegetation within one hundred (100) feet of the mean high water mark of Lake Champlain or within four hundred (400) feet of the natural bank of the Boquet River, without the prior written consent of the Grantee.

The Nature Conservancy recognizes that the Town of Willsboro will need to remove such vegetation in order to create and maintain a public beach that is user-friendly and free of hazards.

A representative from TNC and the Town of Willsboro will meet on the property to identify which trees may be initially removed. This vegetation will be flagged or marked with paint. It is the understanding of TNC that the majority of vegetation (dead, down, or dying) will need to be removed. TNC wishes to see the majority of buried logs remain imbedded in the sand. TNC may wish to have a limited number of large logs rolled back off the shoreline rather than cut or removed. It is understood by both parties that no motorized machinery may be used for the removal of vegetation or maintenance of the developed beach area. Hand raking will be the primary method for daily maintenance of this area.

Future removal of vegetation will be conditionally allowed by TNC without a site visit provided that the same two initial representatives are involved. As representatives for both the Grantee and the Grantor change over the years, it will be necessary for those people to have an on site meeting to determine what level of management is allowable. Following those on site meetings, decisions may be made off location and without written consent.

Both parties recognize that the exact location of the public beach will vary from year to year within the Developed Beach Area. It is the goal of the Town to keep the public beach towards the southern end of the Developed Beach Area, close to the bathhouse and pavilion. It is also the goal of the Town to limit the length of the public beach to 300 feet.

The Nature Conservancy suggests that the Town erect a moveable sign at the north end of the Developed Beach Area stating that the public is entering a Nature Preserve Area. It is the hope that the public would be more aware and understanding of the differences between the groomed beach and the area not being groomed.

Both parties also recognize that the location of the public beach may need to be north of the Developed Beach Area, particularly in the event of very high water. Relocation of the public beach area is subject to approval from the Department of Health. TNC will be notified by the Town if the beach is moved outside of the Developed Beach Area.

The conservation easement prohibits the landing of boats on the beach. However, boats will be allowed to moor offshore in a designated mooring area. People will be expected to wade ashore for access to the beach. The Town may later choose to prohibit access to the park from the water.

11. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Conservation Easement, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Protected Property to its previous condition; to enjoin such non-compliance by temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration in addition to any other payments ordered by such court, provided, however, that Grantee and Grantor shall at all times bear their own, respective, court costs and attorneys' fees and disbursements.

11.1 Emergency Enforcement. If Grantee, in its sole discretion, determines that unforeseen emergency circumstances not contemplated by the terms of this Conservation Easement (such as oil or chemical spills, sewage leakage, landslides, etc.) require immediate action to prevent or mitigate significant damage to the conservation values or natural resources of the Environmentally Sensitive Areas of the Protected Property described in Section 3.15 and recognized by the Grantor and the Grantee as extremely sensitive from an environmental perspective, Grantee shall give immediate notice (which may be by telephone, facsimile, E-mail or other electronic means) to Grantor. Grantor and Grantee will immediately consult as to the best manner of undertaking appropriate, emergency, preventative or remedial action. In the absence of the Grantor immediately responding to Grantee's notice of emergency circumstances and promptly undertaking such emergency, preventative or remedial action no more than forty-eight (48) hours after receipt of notice from the Grantee, in a manner satisfactory to Grantee, Grantee may itself undertake such emergency, preventative or remedial action, provided that in all cases Grantee subsequently gives Grantor notice within twenty-four (24) hours of undertaking the action taken. Grantor and Grantee agree to cooperate and work together in the spirit of partnership which created the Town Park and Nature Preserve so as to minimize or eliminate, if at all possible, the occasions when Grantee's exercise of these emergency enforcement rights may be required.