

WEST MOUNTAIN CAMP LEASES

RELEVANT STATUTORY PROVISIONS: 1999 – Act 1. Sec 87a; 2001 – Act 61. Sec 57; and 2006 – Act 215. Sect 347.

DEFINITIONS

Champion Lands camp culture – persons who have participated in activities associated with a Champion Land camp including but not limited to fishing, hunting, trapping, snowmobiling, socializing or camp construction or maintenance of the camp, prior to May 1, 2006.

Immediate family members - relatives (including adopted and step relatives) of each leaseholder: spouse, children, grandchildren, sisters, brothers, nieces, nephews, aunts, uncles, parents, grandparents and first cousins together with their spouses.

Original leaseholder – a leaseholder who was named on the camp lease in 1999.

LEASE TERMS

1. **Original Lease holders** – The initial statutory term was for the life of the leaseholder(s), with the option for immediate family to renew for an additional 20 years after the death of all leaseholders. Leases are issued for 5 years with the right to renew the lease for the life of the leaseholder plus 20 years.
 - a. Extended Term – Any leaseholder of an original lease has the option (at any time prior to the death of all leaseholders) to choose to extend the end date of the 5 year term leases until January 1, 2078.
 - b. Additions to the Lease – Original leaseholders can add immediate family members to the lease at any time however the lease will then be converted to a lease term of January 1, 2078. All immediate family members added to the lease are entitled to renew the 5 year term leases for the life of the original leaseholders plus 20 years.
 - c. Death of a single leaseholder that has not been converted to a January 1, 2078.
 - i. If an original leaseholder dies, and there are no other leaseholders named on the lease, and an immediate family member applies to take over the lease: the term shall be for 5 year leases that shall terminate twenty years from the death of the leaseholder.
 - ii. If no eligible family member comes forward, the lease reverts to the Vermont Department of Fish and Wildlife (Department), along with any camp structures and contents on the leased area.
 - d. Sale or Transfer of the Lease to unrelated 3rd persons. Conveyance of entire leasehold to unrelated 3rd parties shall be:
 - i. Subject to the right of first refusal (ROFR) by the Department. The Department has a ROFR every time the lease is transferred regardless of whether it was waived for a prior transfer.
 - ii. To an individual person or persons. Transfers cannot be made to corporations or business partnerships but must be to individuals.
 - iii. To a person or persons who are part of the Champion Lands camp culture. Transfers cannot be made to corporations or business partnerships but must be to individuals. The Department reserves the right to request written confirmation or

an affidavit and shall determine in its sole discretion whether a person or persons are part of a camp culture prior to May 1, 2006.

- iv. For 5 year term leases that can be renewed until July 1, 2056 if the lease was transferred from an original leaseholder. For 5 year term leases until the termination date if the lease is convey by a family member that acquired the lease from an original leaseholder for the plus twenty term.

2. Extended Term Original Lease Holders

- a. Extended Term – Any willing original leaseholder has the option to renew the 5 year term leases until January 1, 2078.
- b. Additions to the Lease – Original leaseholders can add immediate family members to the lease at any time and all immediate family members added to the lease are entitled to renew the 5 year term leases until January 1, 2078.
- c. Death of a single leaseholder.
 - i. If an original leaseholder dies, and there are no other leaseholders named on the lease, and an immediate family member applies to take over the lease: the term shall be for five year intervals with a right of renewal until January 1, 2078.
 - ii. If no eligible immediate family member comes forward within 18 months of the death of the leaseholder, the lease reverts to the Vermont Department of Fish and Wildlife (Department), along with any camp structures and contents on the leased area.
- d. Sale or Transfer of the Lease to unrelated 3rd persons. Conveyance of entire leasehold to unrelated 3rd parties shall be:
 - i. Subject to the right of first refusal (ROFR) by the Department. The Department has a ROFR every time the lease is transferred regardless of whether it was waived for a prior transfer.
 - ii. To an individual person or persons. Transfers cannot be made to corporations or business partnerships but must be to individuals.
 - iii. To a person or persons who are part of the Champion Lands camp culture. Transfers cannot be made to corporations or business partnerships but must be to individuals. The Department reserves the right to request written confirmation or an affidavit and shall determine in its sole discretion whether a person or persons are part of a camp culture prior to May 1, 2006.
- iv. For 5 year term leases that can be renewed until July 1, 2056.

3. Non-original transferred leases

- a. The 5 year term leases of all transferred leases can only be renewed until July 1, 2056
- b. Additions to the Lease and the Sale or transfer of the lease – The sale or conveyance of a transferred lease to any immediate family member or to an unrelated third party shall be:
 - i. Subject to the ROFR by the Department. The Department has a ROFR every time the lease is transferred regardless of whether it was waived for a prior transfer.
 - ii. To an individual person or persons. Transfers cannot be made to corporations or business partnerships but must be to individuals.
 - iii. If it is a transfer to an unrelated 3rd party, to a person or persons who are a part of the Champion Lands camp culture.¹ The Department reserves the right to request written confirmation or an affidavit and shall determine in its sole discretion whether a person or persons are part of the Champion Lands camp culture.

¹ Note that it is not required that an immediate family member be a part of the Champion Lands camp culture.

- iv. For 5 year lease terms that can be renewed until July 1, 2056.
- c. Death of a single leaseholder.
 - i. If a leaseholder dies, and there are no other leaseholders named on the lease, and an immediate family member who is a member of the camp culture applied to take over the lease: the term shall be for five year intervals with a right of renewal until July 1, 2056.

If no eligible family member comes forward, the lease reverts to the Vermont Department of Fish and Wildlife (Department), along with any camp structures and contents on the leased area.

CONTACT INFORMATION & LEASE DOCUMENTATION

1. The Department shall request contact information from leaseholders: including email, telephone and mailing addresses. The Department shall direct leaseholders to provide up to date contact information in its correspondence and as a condition of each renewed lease.
2. The Department shall maintain accurate copies of all lease documents and correspondence with leaseholders. Copies may be in electronic pdf format.

TERMINATION

1. Requirements for termination - Leases may be terminated for violations of the terms and conditions of each Lease, including failure to pay the lease fees.
2. Notice and Process
 - a. The Department shall provide leaseholders with notice and the opportunity to correct a violation informally in the form of telephone calls, email, and letter. The Department will contact leaseholder(s) informally at least three times prior to initiating formal notice of a violation and the possibility of termination of a lease. Such notice shall include the opportunity to correct a violation within a reasonable period of time, not less than 30 days.
 - b. If after notice, the violation is not corrected within a reasonable and specified amount of time, notice of termination shall be provided to the leaseholder(s) via certified mail or personal service. Such notice shall include the opportunity to correct a violation within a reasonable period of time, not less than 30 days.
 - c. Upon termination, lease holders shall be provided with a reasonable period of time, not less than 90 days, to collect personal belongings and furnishings, including removing all or part of the camp. The period time may be extended to account for the weather and time of year and hardship.