



**Mailing Address:**  
1 Baldwin Street  
Drawer 33  
Montpelier, Vermont 05633-5701

Tel.: (802) 828-2295  
Fax: (802) 828-2483

**STATE OF VERMONT  
JOINT FISCAL COMMITTEE**  
1 Baldwin Street  
Montpelier, Vermont 05633-5701

## MEMORANDUM

---

**To:** James Reardon, Commissioner of Finance & Management

**From:** Stephen Klein, Chief Legislative Fiscal Officer

**Date:** November 28, 2007

**Subject:** Status of Request to Expedite and Approve JFO #2302

---

In accordance with a request from the Administration and after consultation with the Joint Fiscal Committee Chair and Vice Chair, our office polled members of the Joint Fiscal Committee requesting that the 30 day approval process be waived (due to a November 30, 2007 deadline) and that expedited approval be granted regarding JFO #2302.

After mailing packages that included the above grant item on November 21, 2007, members were polled on November 26 and 27, 2007. As a result of that poll, members agreed that the 30 day approval process be waived and granted expedited approval to JFO #2302. In accordance with this, the Governor's approval may now be considered final and this memo will serve as the final approval notice for JFO #2302. We ask that you inform the Secretary of Administration and your staff of this action.

**JFO #2302** – Request from the Department of Fish and Wildlife to accept \$150,000 from the Vermont Housing and Conservation Board, \$50,000 from the Passumpsic Valley Land Trust, and a \$164,000 in kind donation from Wilhelm Merck. Mr. Merck has offered to sell 38.6 acres of land on Keiser Pond (located near Danville) to the State of Vermont at a reduced price of \$200,000 provided the closing takes place no later than November 30, 2007. The property will be protected with a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by the Vermont Housing and Conservation Board and Vermont Land Trust.

The property is adjacent to an existing Fish and Wildlife access area and has an appraised value of \$364,000. The Department of Fish and Wildlife will be responsible for the closing costs, estimated not to exceed \$500 with the remaining \$200,000 being granted to the Department as stated above. Keiser Pond provides fishing and wildlife viewing for boaters, houses rare aquatic plants and recently hosted nesting loons for the first time.

*[JFO received 11/20/07]*

cc: Joint Fiscal Committee Members  
Linda Morse  
George Crombie  
Wayne Laroche

\*\*\*\*\*  
 \*\*\* ACTIVITY REPORT \*\*\*  
 \*\*\*\*\*

ST. TIME	CONNECTION TEL	CONNECTION ID	NO.	MODE	PGS.	RESULT
*11/21 13:30	918022571305p61963	BRATT REFORMER	1510	B'CAST ECM	3	OK 00'36
*11/21 13:31	918026601802p61963	BFP	1510	B'CAST ECM	3	OK 00'42
*11/21 13:32	918027481613p61963	CAL. RECORD	1510	B'CAST ECM	3	OK 00'33
*11/21 13:33	918023346891p61963	NEWPORT DAILEY	1510	B'CAST ECM	3	OK 01'05
*11/21 13:35	918027752423p61963	RUTLAND HERALD	1510	B'CAST G3	3	OK 01'20
*11/21 13:37	918025271948p61963	ST. ALBANS MSGR.	1510	B'CAST ECM	3	OK 01'06
*11/21 13:38	92299894	VT PRESS BUR.	1510	B'CAST ECM	3	OK 01'05
*11/21 13:40	918026526399p61963	WCAX	1510	B'CAST ECM	3	OK 00'32
*11/21 13:41	94794032	TIMES ARGUS	1510	B'CAST ECM	3	OK 00'35
*11/21 13:42	918024423413p61963	BENN. BANNER	1510	B'CAST ECM	3	OK 01'06
*11/26 10:27	92299110		1511	TRANSMIT ECM	1	OK 01'16
*11/27 11:49	2435		1512	TRANSMIT ECM	1	OK 00'22
11/27 16:28	918023882111p61963		1513	TRANSMIT ECM	5	OK 02'17
11/28 08:37	0616		1514	TRANSMIT ECM	1	OK 00'43
11/28 09:35	94769100		1515	TRANSMIT ECM	1	OK 00'30
11/28 10:55	918432277312pp61963		1516	TRANSMIT	0	NG 00'00
					0	#018
11/28 10:57	918432277312pp61963		1517	TRANSMIT	0	NG 00'00
					0	#018
11/28 10:59	918452277312pp61963		1518	TRANSMIT ECM	1	OK 00'27
11/28 11:13	92441481		1519	TRANSMIT	0	NG 00'00
					0	STOP
11/28 11:14	92441481		1520	TRANSMIT ECM	2	OK 00'22



**Mailing Address:**  
1 Baldwin Street  
Drawer 33  
Montpelier, Vermont 05633-5701

Tel.: (802) 828-2295  
Fax: (802) 828-2483

**STATE OF VERMONT**  
**JOINT FISCAL COMMITTEE**  
1 Baldwin Street  
Montpelier, Vermont 05633-5701

## MEMORANDUM

---

**To:** James Reardon, Commissioner of Finance & Management

**From:** Stephen Klein, Chief Legislative Fiscal Officer

**Date:** November 28, 2007

**Subject:** Status of Request to Expedite and Approve JFO #2302

---

In accordance with a request from the Administration and after consultation with the Joint Fiscal Committee Chair and Vice Chair, our office polled members of the Joint Fiscal Committee requesting that the 30 day approval process be waived (due to a November 30, 2007 deadline) and that expedited approval be granted regarding JFO #2302.

After mailing packages that included the above grant item on November 21, 2007, members were polled on November 26 and 27, 2007. As a result of that poll, members agreed that the 30 day approval process be waived and granted expedited approval to JFO #2302. In accordance with this, the Governor's approval may now be considered final and this memo will serve as the final approval notice for JFO #2302. We ask that you inform the Secretary of Administration and your staff of this action.

**JFO #2302** – Request from the Department of Fish and Wildlife to accept \$150,000 from the Vermont Housing and Conservation Board, \$50,000 from the Passumpsic Valley Land Trust, and a \$164,000 in kind donation from Wilhelm Merck. Mr. Merck has offered to sell 38.6 acres of land on Keiser Pond (located near Danville) to the State of Vermont at a reduced price of \$200,000 provided the closing takes place no later than November 30, 2007. The property will be protected with a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by the Vermont Housing and Conservation Board and Vermont Land Trust.

The property is adjacent to an existing Fish and Wildlife access area and has an appraised value of \$364,000. The Department of Fish and Wildlife will be responsible for the closing costs, estimated not to exceed \$500 with the remaining \$200,000 being granted to the Department as stated above. Keiser Pond provides fishing and wildlife viewing for boaters, houses rare aquatic plants and recently hosted nesting loons for the first time.

*[JFO received 11/20/07]*

cc: Joint Fiscal Committee Members  
Linda Morse  
George Crombie  
Wayne Laroche

10/18/07

**JOINT FISCAL COMMITTEE MEMBERS  
2007-2008**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
✓ <b>Senator Susan J. Bartlett</b> <b>Chair</b>	P. O. Box 123 Hyde Park VT 05655  <u>senatorbartlett@comcast.net</u>	802/888-5591 (H) 802/888-1105 (W) <i>yes</i> 802/888-8879 (FAX-H) <i>11/26</i>
✓ <b>Rep. Don Bostic</b> <i>call back after 2pm 11/26 called back at 2:30pm 11/26</i>	641 Rocky Ridge Rd St. Johnsbury VT 05819 <u>Bostic@kingcon.com</u>	802/748-5288 [H] <i>yes 11/26</i> 274-2264 [C]
✓ <b>Senator Ann Cummings</b>	24 Colonial Drive Montpelier VT 05602 <u>Ann@heneyrealtors.com</u>	802/223-6043 (H) 802/229-0345 (W) <i>yes 11/26</i>
✓ <b>Rep. Martha P. Heath</b> <i>left message 11/26 AM</i>	342 Rollin Irish Road Westford VT 05494 <u>mpheath@aol.com</u>	802/893-1291 <i>yes 11/26</i>
✓ <b>Rep. Michael J. Obuchowski</b> <b>Vice Chair</b>	72 Atkinson St Bellows Falls VT 05101 <u>obie@leg.state.vt.us</u>	802/463-3094 (H) <i>yes 11/26</i> 802/387-5509 x 28 (W)
<b>Senator Richard W. Sears,</b> <b>Jr.</b> <i>no answer 11/26 AM Susan said he was out of the country</i>	343 Matteson Rd North Bennington VT 05257 <u>dsears@sover.net</u>	802/442-9139 <del>802/442-6156 (W)</del>
✓ <b>Senator Peter Shumlin</b>	345 Hickory Ridge Rd Putney VT 05346 <u>pete@goputney.com</u>	802/387-4447 (H) 802/387-5000 (W) <i>yes 11/26</i>
✓ <b>Rep. Shap Smith</b> <i>left message 11/26 AM left message 11/26 PM</i>	369 Farm Hill Rd Morristown VT 05661 <u>ssmith@dinse.com</u>	802/888-9214 <i>yes 11/26</i>
✓ <b>Senator Diane B. Snelling</b> <b>Clerk</b> <i>left message 11/26 AM left message 11/26 PM</i>	304 Piette Rd Hinesburg VT 05461 <u>dbsnelling@aol.com</u>	802/482-4382 <i>yes 11/26</i>
✓ <b>Rep. Richard A. Westman</b> <i>call back after 3pm 11/26 called after 3pm 11/26 left and then answer</i>	2439 Iron Gate Rd Cambridge VT 05444	802/644-2297 (H) <i>yes 11/26</i> 802/655-9602 x. 644 (W)

*westman@vsac.org*





**From:** "Willard, Kate" <Kate.Willard@state.vt.us>  
**To:** <r buck@leg.state.vt.us>  
**Date:** 11/26/2007 2:16 PM  
**Subject:** Keiser - snowmobiles

Becky - there are no snowmobile trails currently on this property. The department of Fish and Wildlife has a draft policy for establishment of such trails on lands managed by the department. The most likely location for any future trail would be in the open areas, the rest of the property is too steep or is wetland, which would probably not be in conflict with the draft policy.

Kate Willard

Forests, Parks and Recreation

103 South Main Street

Waterbury, VT 05671

(802) 241-3697

**From:** "Willard, Kate" <Kate.Willard@state.vt.us>  
**To:** <r buck@leg.state.vt.us>  
**Date:** 11/26/2007 2:17 PM  
**Subject:** oh yeah...

The easement for snowmobiling at the discretion of the landowner

Kate Willard

Forests, Parks and Recreation

103 South Main Street

Waterbury, VT 05671

(802) 241-3697

**From:** "Willard, Kate" <Kate.Willard@state.vt.us>  
**To:** <rbuck@leg.state.vt.us>  
**Date:** 11/26/2007 10:52 AM  
**Subject:** JFO - Keiser Pond  
**Attachments:** Merck VHCB Budget.pdf; Merck signed PSA.pdf

1. PSA was signed on 3/22/2007 between VLT and Will Merck; the contract can be assigned to the State of Vermont
2. Budgeted associated closing costs were \$19,828 to be paid via the VHCB grant. This includes \$6,000 stewardship endowment. The remaining \$13,828 to be used for title work and title insurance; mapping and creating a baseline documentation report; VLT staff
3. Closing is scheduled for 11/30/2007

Attached are the signed PSA and a copy of the project budget from the VHCB application

Kate Willard

Forests, Parks and Recreation

103 South Main Street

Waterbury, VT 05671

(802) 241-3697

**EXHIBIT A**  
Merck  
**PROJECT BUDGET**  
03/12/07

<b>INCOME</b>		<b>EXPENSE</b>		<b>VHCB</b>	<b>OTHER</b>	<b>TOTAL</b>
VHCB Funds	169,828	Acquisition		150,000	50,000	200,000
Foundation Funds	0	Associated Costs		13,828	0	13,828
Town/Local Funds	50,000	Stewardship Endowment		6,000	0	6,000
Landowner Funds	0	Value Donation		0	224,000	224,000
Bargain Sale	164,000					
Easement Donation	60,000					
In-Kind Donations	<u>0</u>					
<b>TOTAL</b>	<b>\$443,828</b>	<b>TOTAL</b>		<b>\$169,828</b>	<b>\$274,000</b>	<b>\$443,828</b>

**PRE-DEVELOPMENT COSTS TO VHCB:** \$0

An appraisal cost split between landowner and VHCB.

Appraisal done by:	Lamprey
Total cost	\$4,400
VHCB grant	\$0
Landowner paid	\$4,400

**TOTAL PRE-DEVELOPMENT COSTS:** \$4,400

**TOTAL ALL COSTS:** \$448,228

**VALUE OF DEVELOPMENT RIGHTS & ACREAGE CONSERVED:**

Appraised fair market value	\$364,000
Appraised value of fee to be purchased	<u>\$364,000</u>
Bargain Sale	<u>\$164,000</u>
Purchase price of fee	\$200,000
Number of purchased acres conserved	39
Price per acre	\$5,181
Est. value of donated easements	\$60,000
Number of donated acres conserved	65
<b>TOTAL ACRES CONSERVED</b>	<b>103.6</b>
<b>TOTAL PRICE PER ACRE (for all acreage)</b>	<b>\$1,931</b>

effective without the prior written consent of both parties. The Property shall not be sold, conveyed, leased or otherwise transferred without the prior written consent of Buyer. This Agreement may be entered into and notices sent hereunder by facsimile transmission ("fax") provided that the obligated party's signature appears on the fax and that the original of the document sent by fax signed by the obligated party is hand delivered or mailed not more than five calendar days after the date of the fax transmission. Either party may record a memorandum of the existence of this Agreement in the Danville and Peacham Land Records, but this agreement shall not be recorded.

SELLER

3/22/07  
Date

Wilhelm M. Merck  
Wilhelm M. Merck

BUYER  
VERMONT LAND TRUST, INC.

3/24/07  
Date

By [Signature]  
Its Duly Authorized Agent

Accepted by Escrow Agent: \_\_\_\_\_  
Ernest T. Balivet, Esq.



**Mailing Address**  
1 Baldwin Street  
Drawer 33  
Montpelier, Vermont 05633-5701

Tel.: (802) 828-2295  
Fax: (802) 828-2483

**STATE OF VERMONT**  
**JOINT FISCAL COMMITTEE**  
1 Baldwin Street  
Montpelier, Vermont 05633-5701

## MEMORANDUM

---

**To:** Joint Fiscal Committee Members

**From:** Stephen Klein, Chief Legislative Fiscal Officer

**Date:** November 21, 2007

**Subject:** Grant Request

---

In accordance with a request from the Administration and after consultation with the Joint Fiscal Committee Chair and Vice Chair, we are asking that the 30 day approval process be waived (due to a November 30, 2007 deadline) and that expedited approval be granted by the members of the Joint Fiscal Committee regarding the following grant item (Commissioner Reardon's transmittal memo is the second page of this package):

**JFO #2302** – Request from the Department of Fish and Wildlife to accept \$150,000 from the Vermont Housing and Conservation Board, \$50,000 from the Passumpsic Valley Land Trust, and a \$164,000 in kind donation from Wilhelm Merck. Mr. Merck has offered to sell 38.6 acres of land on Keiser Pond (located near Danville) to the State of Vermont at a reduced price of \$200,000 provided the closing takes place no later than November 30, 2007. The property will be protected with a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by the Vermont Housing and Conservation Board and Vermont Land Trust.

The property is adjacent to an existing Fish and Wildlife access area and has an appraised value of \$364,000. The Department of Fish and Wildlife will be responsible for the closing costs, estimated not to exceed \$500 with the remaining \$200,000 being granted to the Department as stated above. Keiser Pond provides fishing and wildlife viewing for boaters, houses rare aquatic plants and recently hosted nesting loons for the first time. Attachments include the grant submission, an appraisal, and maps of the property

[JFO received 11/20/07]

The Joint Fiscal Office has reviewed this submission and determined that all appropriate forms bearing the necessary approvals are in order. We are asking that you review the enclosed material in the next few days.

Staff will plan on polling you for your response on November 26 and 27. It is our hope that we can grant expedited approval to this item and thus avoid a more formal conference call approval on November 29. If you have additional questions please feel free to contact me at 802/828-5769 or [sklein@leg.state.vt.us](mailto:sklein@leg.state.vt.us).

cc: James Reardon, Commissioner  
Linda Morse, Administrative Assistant  
George Crombie, Secretary  
Wayne Laroche, Commissioner



JFO #  
2302

STATE OF VERMONT  
GRANT ACCEPTANCE FORM

GRANT SUMMARY: Title: Keiser Pond Land Donation  
This is a request for approval of a grant from Vermont Housing and Conservation Board (VHCB) and the Passumpsic Valley Land Trust, along with an in-kind donation from Wilhelm Merck. The owner has stated that the closing date cannot be later than November 30, 2007.

DATE: November 15, 2007

DEPARTMENT: Fish and Wildlife (ANR) – Fisheries Division

GRANT / DONATION: \$200,000 towards the acquisition of 38.6 acres on Keiser Pond, and a \$164,000 in-kind donation (reduction in price from appraised value).

FEDERAL CATALOG No.:

GRANTOR / DONOR:	VHCB	\$150,000
	Passumpsic Valley Land Trust	\$50,000
	Wilhelm Merck (in-kind)	\$164,000

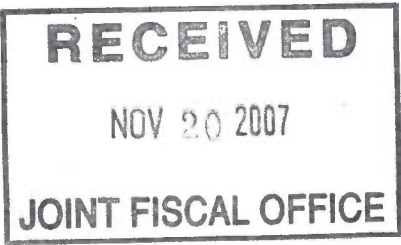
AMOUNT / VALUE: \$364,000

POSITIONS REQUESTED: None

GRANT PERIOD:  
COMMENTS: See attachments.

DEPARTMENT OF FINANCE AND MANAGEMENT:  
SECRETARY OF ADMINISTRATION  
SENT TO JOINT FISCAL OFFICE:

(INITIAL) [Signature]  
(INITIAL) ppm  
DATE: 11/19/07





**Department of Finance & Management**  
**109 state Street, 5<sup>th</sup> Floor**  
Montpelier, Vermont 05609-0401  
[www.state.vt.us/fin/](http://www.state.vt.us/fin/)

[phone] 802-828-2376  
[fax] 802-828-2428

*Agency of Administration*

To: Senator Susan Bartlett, Chair, Joint Fiscal Committee  
From: James Reardon, Commissioner of Finance and Management  
Date: November 20, 2007  
Subject: Keiser Pond Land Donation

I would like to ask the Committee's indulgence in regard to this request for urgent processing of a grant acceptance. The Department of Fish and Wildlife has the opportunity to accept 38.6 acres on Keiser Pond near Danville, adjacent to an existing Fish and Wildlife access area.

The proposed transaction is structured as follows:

- The owner of the property is offering it to the State at a price reduced to \$200,000 from its appraised value of \$364,000. (Appraisal details will be sent to the Committee members as soon as possible.) The property owner is extending this offer only through November 30, 2007, necessitating this unusual expedited approval.
- The purchase price of \$200,000 will be made available to Fish and Wildlife by a grant of \$150,000 from the Vermont Housing and Conservation Board and a contribution of \$50,000 from the Passumpsic Valley Land Trust.
- Development rights, conservation restrictions and public access easement will be conveyed to the Vermont Housing and Conservation Trust.
- Closing costs, estimated at \$500, will be paid by the Department of Fish and Wildlife.

The benefit to the State is that this property will provide a fishing and wildlife viewing experience for boaters. The pond also houses four rare aquatic species and recently hosted nesting loons.


I appreciate your help in this matter and apologize for the short notice.

**Department of Fish & Wildlife**  
103 South Main St., #10 South  
Waterbury, Vermont 05671-0501  
[www.VtFishandWildlife.com](http://www.VtFishandWildlife.com)

**Department of Fish and Wildlife**  
[phone] 802-241-3700  
[fax] **Business Office**  
[tdd] 802-888-3345  
**103 South Main Street**  
**10 South**  
**Waterbury, VT 05671-0501**  
**802-241-3704**

*Agency Of Natural Resources*

**To:** Jason Aronowitz, Budget Analyst  
Finance & Management

**From:** Sherri A. Yacono, Business Manager 

**Date:** November 15, 2007

**Subject:** AA-1: Land donation -- Keiser Pond

---

*\$150,000* Please find attached the AA-1 package for the above subject. The Department of Fish and Wildlife has received a donation of 38.6 acres on Keiser Pond. The appraised value of the property is \$364,000, however the owner has agreed to a purchase price of \$200,000. This is being funded with a \$50,000 contribution from the Passumpsic Valley Land Trust and a contribution from VHCB of ~~\$170,000~~. The only F&W funds associated with this land purchase will be closing costs, estimated at \$500.

We would appreciate it if this request could be expedited. There is a closing date of 11/30/07 and the owner will not allow it to be extended. Thank you for your assistance. If there are any questions, please call me at 241-3704.

**Cc:** Mike Wichrowski  
Steve Chadwick  
Kate Willard

REC'D NOV 15 2007



PROJECT NAME: Keiser Pond – Wilhelm Merck, Keiser Pond Property

LOCATION: Peacham and Danville, Caledonia County, Vermont

DESCRIPTION:

This is a 38.6 acre acquisition on Keiser Pond, relatively undeveloped pond that provides a 'semi-remote' fishing and wildlife viewing experience for boaters in the region. There are currently only three houses on the pond and nearly intact shoreline. This property is adjacent to an existing 31.6 acre Fish and Wildlife Access Area on the southeast side of the pond. Keiser Pond also houses four rare aquatic plants and recently hosted nesting loons for the first time.

Vermont Agency of Natural Resources, Department of Fish and Wildlife will be purchasing the property from Wilhelm Merck. Then the Agency will convey Grant of Development Rights, Conservation Restrictions and Public Access Easement to Vermont Housing and Conservation Board and Vermont Land Trust.

OWNERSHIP:

Vermont Agency of Natural Resources, Department of Fish and Wildlife. The parcel will be protected with a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by the Vermont Housing and Conservation Board and Vermont Land Trust.

BUDGET:

Acquisition: Donation in the form of a \$164,000 bargain sale, the remaining purchase price of \$200,000 is covered by a \$150,000 grant by Vermont Housing and Conservation Board and a private contribution of \$50,000 from the Passumpsic Valley Land Trust.

Associated costs: Title search, title insurance, legal and recording fees. Estimate total to be \$500. Associated costs will be paid from the Department of Fish and Wildlife Access Area Account.

**STATE OF VERMONT  
REQUEST FOR GRANT ACCEPTANCE  
(use additional sheets as needed)**

FORM AA-1  
(Rev. 9-90)

1. **Agency:** Agency of Natural Resources  
 2. **Department:** Fish & Wildlife  
 3. **Program:** Fisheries Division  
 4. **Legal Title of Grant:** Donation of land at Keiser Pond , Peachman and Danville, Vermont  
 5. **Federal Catalog No.:**  
 6. **Grantor and Office Address:** Wilhelm Merck

7. **Grant Period:** From: To:

8. **Purpose of Grant:** (attach additional sheets if needed)  
 This is a 38.6 acre acquisition on Keiser Pond, relatively undeveloped pond that provides a semi-remote fishing and wildlife viewing experience for boaters in the region. This property is adjacent to an existing 31.6 acre F&W Access Area on the southeast side of the pond. Keiser Pond also houses four rare aquatic plants and recently hosted nesting loons for the first time. Please see details attached.

9. **Impact on Existing Programs if Grant is not Accepted:**  
 Loss of important habitat.

10. Budget Information:	(1st State FY) FY 2008	(2nd State FY)	(3rd State FY)	(4th State FY)
<b>EXPENDITURES:</b>				
Personal Services	\$			
Operating Expenses	\$ 500			
Grants	\$ 364,000			
<b>TOTAL</b>	<b>\$ 364,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>REVENUES:</b>				
<u>State Funds:</u>				
Cash	\$	\$	\$	\$
In-Kind	\$ 164,000	\$	\$	\$
<u>Federal Funds:</u>				
(Direct Costs)	\$	\$ 0	\$ 0	\$ 0
(Statewide Indirect)	\$	\$	\$	\$
(Department Indirect)	\$	\$	\$	\$
<u>Other Funds:</u>				
F & W Funds	\$ 500	\$	\$	\$
Outside Match	\$ 200,000	\$	\$	\$
Misc. Outside Match	\$	\$	\$	\$
<b>TOTAL</b>	<b>\$ 364,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

Appropriation Nos.

Amounts

-over-

REC'D NOV 15 2008

11. Will grant monies be spent by one or more personal service contracts?

YES  NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding.

X

12a. Please list any requested Limited Service positions:

Titles	Number of Positions
<b>TOTAL Positions</b>	0

12b. Equipment and space for these positions:

Is presently available.  
 Can be obtained with available funds.

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant.

Cal. Robert P. Laroche Acting 4/14/07  
(Signature) (Date)

Wayne Laroche, Commissioner  
(Title)

14. Action by Governor:

Approved  
 Rejected

[Signature] 11/19/07  
(Signature) (Date)

15. Secretary of Administration:

Request to JFO  
 Information to JFO

Linda P. Meeks 11/16/07  
(Signature) (Date)

16. Action by Joint Fiscal Committee:

(Dates)

- Request to be placed on JFC agenda
- Approved (not placed on agenda in 30 days)
- Approved by JFC
- Rejected by JFC
- Approved by Legislature

---



---



---



---

\_\_\_\_\_  
(Signature) (Date)

**Young, Susanne**

---

**From:** Yacono, Sher  
**Sent:** Wednesday, November 14, 2007 3:26 PM  
**To:** Young, Susanne  
**Cc:** Decker, Tom; Purvee, Meghan; Willard, Kate; Wichrowski, Mike  
**Subject:** Keiser Pond Land Acquisition

Hi Susanne,

Thank you so much for meeting with us this morning. It was very helpful.

Tom asked me to let you know that the Keiser Pond Land Acquisition paperwork you have for the Governor's approval is correct. There is a land value donation involved so we will need to go to Joint Fiscal for approval. I would appreciate it if you would send me the Governor's approval as soon as its signed so I can get the JFO documentation prepared. (I will provide Kate with a copy.) We're trying to move things as quickly as possible because of a November 30<sup>th</sup> closing date. Now that we've determined we need JFO approval, we're going to request an extension on the closing date, but it will still be a fast turnaround.

Thank you again for this morning and for helping us move this paperwork along.

11/15/2007

**Department of Fish & Wildlife**  
103 South Main St., #10 South  
Waterbury, Vermont 05671-0501  
[www. VtFishandWildlife.com](http://www.VtFishandWildlife.com)

[phone] 802-241-3700  
[fax] 802-241-3295  
[tdd] 802-828-3345

*Agency Of Natural Resources*

## MEMORANDUM

**TO:** James Douglas, Governor

**THROUGH:** George Crombie, Secretary, Agency of Natural Resources *GC*

**FROM:** Wayne Laroche, Commissioner, Department of Fish and Wildlife *WL*

**DATE:** October 8, 2007

**SUBJECT:** Land Acquisition Approval 38.6 +/- acres in Peacham and Danville

Your approval is requested pursuant to Title 10, Chapter 103, Section 4144, VSA, for the acceptance of the land acquisition referenced above. This acquisition has been reviewed and approved by the Agency of Natural Resources Land Acquisition Review Committee on January 10, 2006. Joint fiscal approval is required for this acquisition.

### Description

Keiser Pond is a 38.6 acre, relatively undeveloped pond that provides a 'semi-remote' fishing and wildlife viewing experience for boaters in the region. There are currently only three houses on the pond and nearly intact shoreline. This property is adjacent to an existing 31.6 acre Fish and Wildlife access area on the southeast side of the pond. Keiser Pond also houses four rare aquatic plants and recently hosted nesting loons for the first time.

### Ownership and Management

This parcel will be owned by the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife. The parcel will be protected with a Grant of Development Rights, Conservation Restrictions and Public Access Easement held by the Vermont Housing and Conservation Board and Vermont Land Trust.

### Budget and Funding

The appraised, fee value of the property is \$ 364,000. The owner has agreed to a purchase price of \$200,000. A contribution of \$50,000 from the Passumpsic Valley Land Trust and a VHCB grant in the amount of \$170,000 will be used to purchase the Department's fee interest in the property. The remaining \$20,000 will be used for associated closing costs (appraisal, legal costs, recording fees etc).





**Department of Fish & Wildlife**  
103 South Main St., #10 South  
Waterbury, Vermont 05671-0501  
[www. VtFishandWildlife.com](http://www.VtFishandWildlife.com)

[phone] 802-241-3700  
[fax] 802-241-3295  
[tdd] 802-828-3345

*Agency Of Natural Resources*

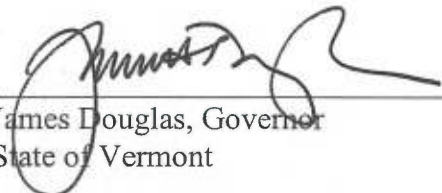
VERMONT FISH AND WILDLIFE DEPARTMENT  
103 South Main Street, 10 South  
Waterbury, Vermont 05671

APPROVAL FOR LAND ACQUISITION

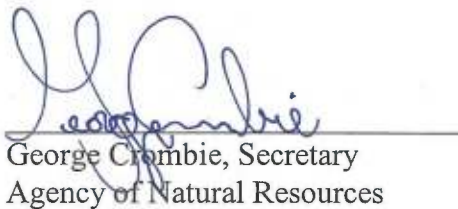
We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, of 38.6 +/- acres located in the Towns of Peacham and Danville, from Wilhelm Merck.

This approval is pursuant to Title 10, Section 4144 of the Vermont Statutes Annotated.

11/17/07  
Date

  
James Douglas, Governor  
State of Vermont

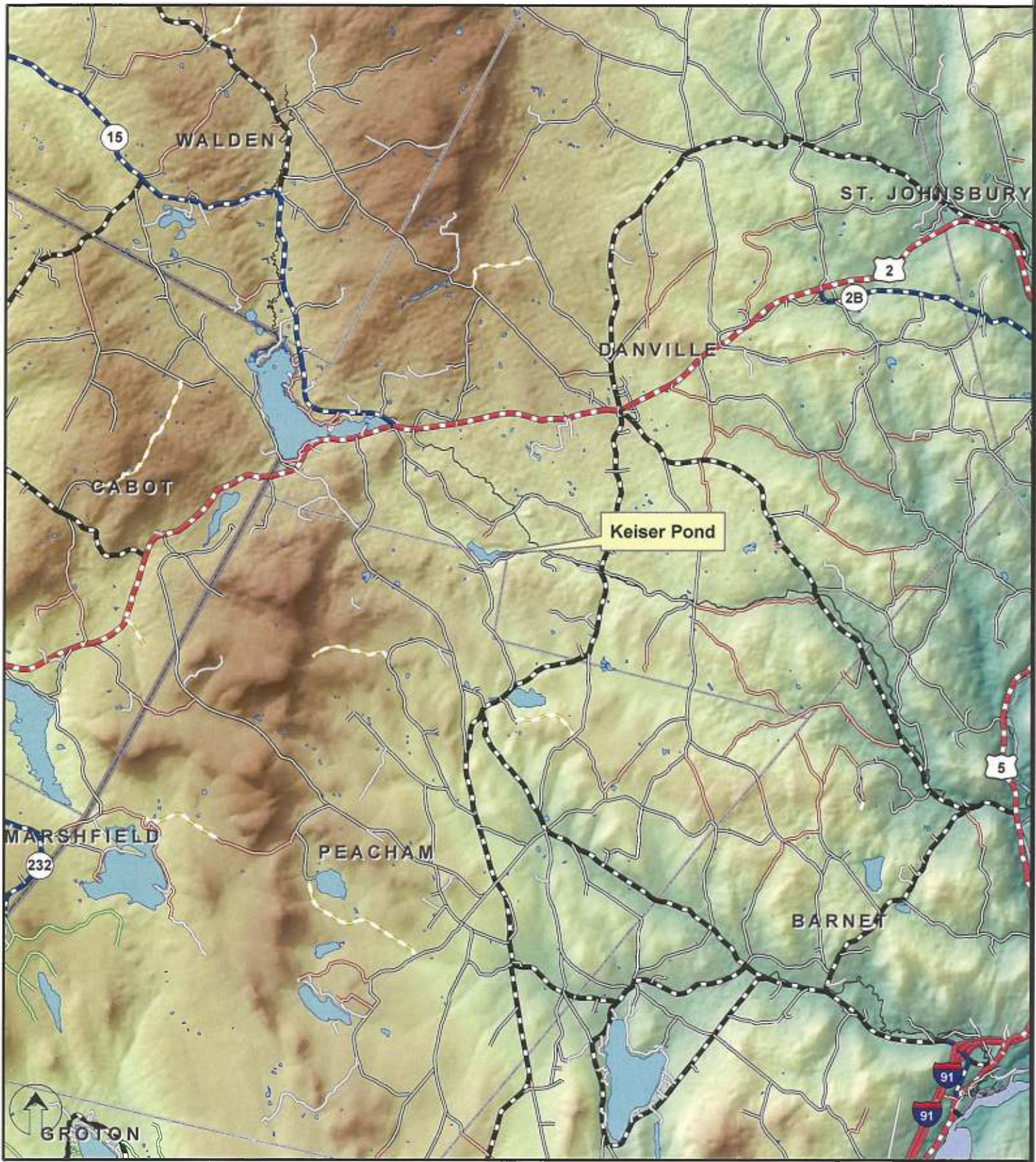
10/18/07  
Date

  
George Crombie, Secretary  
Agency of Natural Resources

10/15/07  
Date

  
Wayne Laroche, Commissioner  
Fish and Wildlife Department





**GENERAL LOCATION MAP**  
Keiser Pond  
Peacham and Danville, VT

VT Town Boundaries

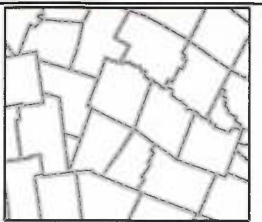




Figure 1. Merck property parcels proposed for fee sale and conservation easement donation.

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

KNOW ALL PERSONS BY THESE PRESENTS, that the **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FISH AND WILDLIFE**, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to the authority granted in Title 10 V.S.A. Chapters 34 and 155, and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT LAND TRUST, INC.**, a non-profit corporation with its principal offices in Montpelier, Vermont ("VLT") and the **VERMONT HOUSING AND CONSERVATION BOARD**, an independent board of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (hereinafter "Grantees") as tenants in common, forever, the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Towns of Danville and Peacham, Caledonia County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees 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 Grantees consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that 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 the Grant**

A. Statement of Purposes.

Grantor and Grantees acknowledge that the purposes of this grant are as follows:

1. To contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's wildlife habitats, forestry, undeveloped shoreline and other natural resources through planning, regulation, land acquisition, and tax incentive programs.
2. To conserve wildlife habitats, non-commercial public recreational opportunities, forestry values, and 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) contains approximately 3,900' of undeveloped frontage on Keiser Pond;
  - (b) contains approximately 1800' of frontage on Keiser Pond Road and Harveys Hollow Road;

- (c) expands public access to Keiser Pond which is a largely undeveloped 33 acre pond;
- (d) is adjacent to the state-owned developed Keiser Pond fishing access area, as well as, a property protected with a conservation easement held by Vermont Land Trust;
- (e) provides high quality habitat and riparian buffer on Keiser Pond which hosts four rare aquatic plants (*Potamogeton obtusifolius*, *Potamogeton filiformis* var. *borealis*, *Sparganium natans*, and *Eleocharis intermedia*) and hosted nesting loons in 2005, the first time since monitoring was initiated in 1978;
- (f) contains diverse wildlife habitat which supports a variety of species including numerous waterfowl species, common loon, furbearers, white-tailed deer, and other game and non-game animals and birds;
- (g) is visible to members of the public and provides scenic vistas from Keiser Pond Road and Harveys Hollow Road and from the waters of Keiser Pond; and
- (h) provides broad public use for non-motorized, non-commercial, dispersed recreational activities, including hunting, trapping, bird-watching, walking, hiking, cross-country skiing, snowshoeing, scenic and natural enjoyment and similar activities.

Grantor and Grantees 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. Grantees accept 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".

In conveying the development rights, conservation easement, public access easement, and restrictions described herein to the Grantees, it is the intent of Grantor and Grantees that the Protected Property, including the interests conveyed herein may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103).

#### 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. provide for the identification and protection of natural communities, plant, wildlife, and aquatic habitat and other ecologically sensitive or important areas, including the wooded riparian buffer along Keiser Pond; and
  - b. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
  - c. provide for meaningful recreational links to private and public lands;
  - d. details of sustainable forest management activities;
  - e. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat;
  - f. provide for the sustainable use of fish and wildlife resources;
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 Towns of Peacham and Danville and from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees 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.**

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

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

2. Except as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or use restrictions shall be constructed, developed, granted or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantees, which permission shall not be unreasonably withheld or conditioned if the proposed right-of-way, easement of ingress or egress, driveway, road, utility line, other easement or use restriction is consistent with the Purposes of this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV, below). Grantees may erect and maintain signs designating the Protected Property as land under the protection of Grantees, with the prior written permission of Grantor.

4. The placement, collection or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at locations, if any, and in a manner which is consistent with this Grant and permitted by the Management Plans. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted.

5. There shall be no disturbance of the surface, including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant and provided for in the Management Plans. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

6. There shall be no manipulation of natural watercourses, wetlands, or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level or flow, except as is minimally necessary to carry out the uses permitted on the Protected Property under this Grant.

7. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as wildlife and forest management, trail grooming and/or maintenance, and for emergency purposes. Snowmobiling may be permitted at the discretion of the Grantor and as provided for in the Management Plans. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. However, Grantor may permit motor-driven wheelchairs or all-terrain vehicles for use by handicapped persons on the Protected Property if consistent with the Purposes of this Grant, including access permitted by paragraphs III(1) and IV. For purposes of this Grant, all-terrain vehicles include motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.

8. Grantor shall not give, grant, sell, convey, transfer, lease, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of Grantees which approval may be granted, denied or conditioned in the Grantees' sole discretion.

9. No use shall be made of the Protected Property and no activity thereon shall be permitted which, in the reasonable opinion of the Grantees, is or is likely to become inconsistent with the Purposes of this Grant.

**III. Permitted Uses of the Protected Property.**

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

1. The right to use the Protected Property for all types of non-commercial, non-motorized outdoor recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hunting, snowshoeing, swimming, trapping, walking, wildlife observation) consistent with the Purposes of this Grant and permitted under the Management Plans.
2. The right to use of the Protected Property for snowmobiling and for non-motorized, mechanized recreation, such as mountain biking, may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans and are consistent with the Purposes of this Grant.
3. The right to create, maintain, repair, improve, and replace recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails within designated corridors on the Protected Property, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant and permitted by the Management Plans.
4. The right to establish, maintain and use fields for the purpose of maintaining or enhancing wildlife habitat on the Protected Property, provided that the initial forest clearing activity required to establish such fields is a component of a forest management plan which is an element of the Management Plans.
5. The right to harvest timber and other forest products, as well as, the right to conduct maple sugaring, together with the right to construct and maintain roads necessary for such activities, in accordance with the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 (or such successor standard approved by Grantees) and in accordance with a forest management plan which has been developed in consultation with the Vermont Department of Fish and Wildlife, and which forest management plan is consistent with the Purposes of the Grant and shall be a component of the Management Plans.
6. The right to charge the public reasonable fees for admission to and use of the Protected Property.
7. The right to authorize the non-commercial use of the Protected Property for recreational, educational, or research purposes, and for professional guides for small groups of people, provided that any such permit or license is for uses consistent with the Purposes of this Grant, and provided that such permit or license does not authorize any use of or action on the Protected Property otherwise prohibited by this Grant.
8. The right to issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational,



educational, forestry, or scientific research purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, and (ii) is for uses consistent with the Purposes of this Grant.

9. The right to conduct all activities allowed by the Management Plans, provided such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with this Grant. Such activities may include, but are not necessarily limited to, the management of vegetation, wildlife and recreation.

#### **IV. Public Access.**

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hunting, snowshoeing, swimming, trapping, walking, and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety. If Grantees approve a conveyance of the Protected Property, then Grantees may also require that a separate Grant of Public Access Easement also be conveyed to Grantees in a form approved by Grantees.

#### **V. Enforcement of the Restrictions.**

Grantees 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, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that Grantees become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance by personal service or via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance, which is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantees all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by the Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantees to corrective action on the Protected Property, if necessary. If the court determines that the Grantor has failed to comply with this Grant, Grantor shall reimburse the Grantees 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 Grantees initiate litigation and

the court determines that the Grantor has not failed to comply with this Agreement and Grantees have initiated litigation without reasonable cause or in bad faith, then Grantees 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 Grantees to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantees at law, in equity, or through administrative proceedings.

No delay or omission by the Grantees in the exercise of any right or remedy upon any breach of Grantor shall impair the Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

#### **VI. Miscellaneous Provisions.**

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of the Grantee before commencing an activity or act, and where the Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the Grantees.

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 Towns of Peacham and Danville and the State of Vermont.

3. The Grantees shall transfer the development rights and conservation restrictions conveyed by Grantor herein only to a governmental agency, municipality or qualified organization, as defined in Title 10 V.S.A. Section 6301 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 the Grantees herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantees in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantees at the time of extinguishment.

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

all successors in interest in the Protected Property in perpetuity. Grantor shall also notify the Grantees of the name(s) and address(es) of Grantor's successor(s) in interest.

6. The term "Grantor" shall include the successors and assigns of the original Grantor, Agency of Natural Resources, Department of Fish and Wildlife. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board.

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

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantees, Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board, their respective successors and assigns, to their own use and behoove forever, and the said Grantor, the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, for itself and its successors and assigns, does covenant with the said Grantees, its successors and assigns, that until the enselaling 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, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment of 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, \_\_\_\_\_, duly authorized agent of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, sets his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

Signed, Sealed and Delivered  
In The Presence Of:

**STATE OF VERMONT, AGENCY OF  
NATURAL RESOURCES, Department of Fish  
and Wildlife**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
\_\_\_\_\_ COUNTY, Ss.

At \_\_\_\_\_, Vermont, on this \_\_\_\_ day of \_\_\_\_\_, 2005  
personally appeared \_\_\_\_\_, duly authorized agent of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act

and deed and the free act and deed of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, before me,

\_\_\_\_\_  
Notary Public  
My commission expires: 02/10/2011

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its Duly Authorized Agent

=====  
**SCHEDULE A**  
**PROTECTED PROPERTY**

Being a portion of all and the same lands and premises conveyed to Grantor by Warranty Deed of Wilhelm M. Merck dated and recorded herewith in the Danville and Peacham Land Records.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon and generally described as containing 38.6 acres, more or less, lying on both sides of Town Highway #\_\_ (also known as \_\_\_\_\_), in the Towns of Danville and Peacham, 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 Grantees 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 – Keiser Pond, Towns of Danville and Peacham, Caledonia Co., VT, \_\_\_\_\_ 2007**" signed by the Grantor and VLT (referred to throughout this Grant and its Schedules as "Keiser Pond Conservation Plan"). The Keiser Pond 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 Keiser Pond Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantees 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 Keiser Pond Conservation Plan is kept by VLT in its Stewardship Office. **The Keiser Pond 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 Grantees 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 Grantees 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 of Peacham  
P.O. Box 244  
Peacham, VT 05862**

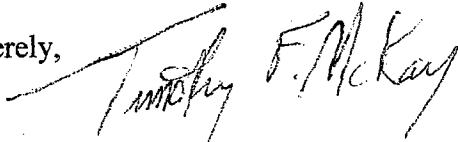
Kate Willard  
Forests, Parks and Recreation  
103 South Main Street  
Waterbury, VT 05671

March 25, 2007

Dear Kate,

The Peacham Selectboard voted at our March 21, 2007 meeting to support the acquisition by the Vermont Department of Fish and Wildlife of parcels of land on Keiser Pond. We understand this project involves the Passumpsic Valley Land Trust and the Vermont Land Trust with funding from VHCB. We fully support the conservation of this unique pond shoreline.

Sincerely,



Timothy F. McKay, Chairman  
Peacham Selectboard

cc: Tracy Zschau, Vt Land Trust

# Town of Danville



Post Office Box 183 Danville, Vermont 05828 (802) 684-3352

Kate Willard  
VT Dept of Natural Resources  
Dept of Forests, Parks, and Recreation  
103 South Main Street, 10 South  
Waterbury, VT 05671-0601

Re: F&W land acquisition of 26.6 acres owned by Wilhelm Merck abutting Keiser Pond

Dear Ms Willard;

This letter is written in response to your letter informing us, the Danville Selectboard, of the F&W's interest in obtaining the above piece of land, and requesting their support.

We did address the above subject at our regular meeting on March 22<sup>nd</sup> at the Danville Town Hall. In the process we reviewed letters from the Danville Planning Commission as well as the Danville Conservation Commission expressing their support for the F&W's acquisition of this land. Attending the meeting with further information for the Board was Paul Hamlin from the State Fish & Wildlife Dept, as well as Tracy Zschau of the Vermont Land Trust and the Danville Conservation Commission and Kellie Merrill of the Passumpsic Valley Land Trust, the Danville Planning Commission, and the ANR.

After some discussion we, the Selectboard of Danville, voted unanimously to support the above land acquisition by the F&W with the purpose to conserve the natural resource values of the undeveloped shoreline property, including: water quality, riparian and aquatic fish & wildlife habitat, aesthetic and recreation values. We believe that it also meets with the intent of the new Town Plan as well as the mission of the newly formed Conservation Commission.

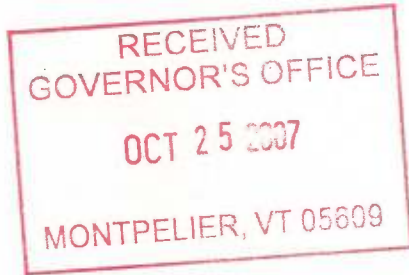
Sincerely  
Danville Selectboard

*Michael K. Wash*  
*Denise Briggs*  
*Marion C. Levesque*  
*Douglas R. Proulx*  
*[Signature]*

**Department of Fish & Wildlife**  
103 South Main St., #10 South  
Waterbury, Vermont 05671-0501  
[www. VtFishandWildlife.com](http://www.VtFishandWildlife.com)

[phone] 802-241-3700  
[fax] 802-241-3295  
[tdd] 802-828-3345

*Agency Of Natural Resources*



## MEMORANDUM

**To:** Susanne Young

**From:** Kate Willard

**Date:** October 8, 2007

**Re:** Governor's Approval for Fee Purchase of a parcel in the Towns of Peacham and Danville – 38.6± acres.

---

Enclosed is an approval to be signed by Governor Douglas for land acquisition by the State of Vermont, Department of Fish and Wildlife. Described in the enclosed memo to Governor Douglas, the property will be purchased with grants from the Vermont Housing and Conservation Board and the Passumpsic Valley Land Trust. This property is considered important for acquisition because it includes frontage on a relatively undeveloped pond which contains numerous rare aquatic plants and a loon nesting site.

Included with the Governor's approval memo are maps of the property and surrounding area, draft conservation easement held by Vermont Housing and Conservation Board and Vermont Land Trust on the Keiser Pond property and letters of support from the Towns of Peacham and Danville.

If you have any questions regarding these acquisitions, please contact me at 241-3697 or at [kate.willard@state.vt.us](mailto:kate.willard@state.vt.us) , thank you.





**State of Vermont**  
**Fish and Wildlife Department**  
103 South Main Street, 10 South  
Waterbury, VT 05671-0501  
[www.vtfishandwildlife.com](http://www.vtfishandwildlife.com)

[phone] 802-241-3700  
[fax] 802-241-3295

*Agency of Natural Resources*

November 20, 2007

Stephen Klein, Legislative Fiscal Officer  
Joint Fiscal Committee  
1 Baldwin St., Drawer 33  
Montpelier, VT 05633-5701

Dear Mr. Klein,

Enclosed is a summary of the appraisal completed by Robert Lamprey for the Keiser Pond property and a map of the property drawn on an orthophoto for review by the Joint Fiscal Committee members. The summary page includes a description of the parcels to be acquired, the valuation process and a certification signed by the appraiser. The entire appraisal is 319 pages long and available for review if needed.

The property map was drawn by the Vermont Land Trust from surveys of the property completed in 1992 and 1997. The surveys were digitized and superimposed on the orthophoto. The resulting map will be useful for future property stewardship and management. If you need any additional information, please contact feel free to contact me at 241-3697 or Sher Yacono, Department of Fish and Wildlife at 241-3704.

Sincerely,



Kate Willard

Explanation of Appraisal Summary

Page 4 of the appraisal summary includes two tables listing the property considered in the appraisal. The Department of Fish and Wildlife will not be acquiring all the parcels included in the appraisal. The following is a description of the property to be acquired.

Parcel A: Located on the north side of Keiser Pond in the Town of Danville, the entire parcel will be acquired. Appraised value is \$206,000

Parcel B: Located on the south side of Keiser Pond in the Towns of Peacham and Danville. Appraised in its entirety the value is \$207,000. Only a portion of parcel B is proposed for acquisition, designated as Parcel B(i) in the second table.

Parcel B(i): This parcel is configured in two separate lots and valued at \$158,000.

Parcel B(ii): This parcel will **NOT** be acquired.

Values:

Parcel A \$206,000

Parcel B(i) \$158,000

TOTAL	\$364,000
Purchase Price	\$200,000
VHCB	\$150,000
Passumpsic Valley LT	\$ 50,000
Bargain Sale	\$164,000

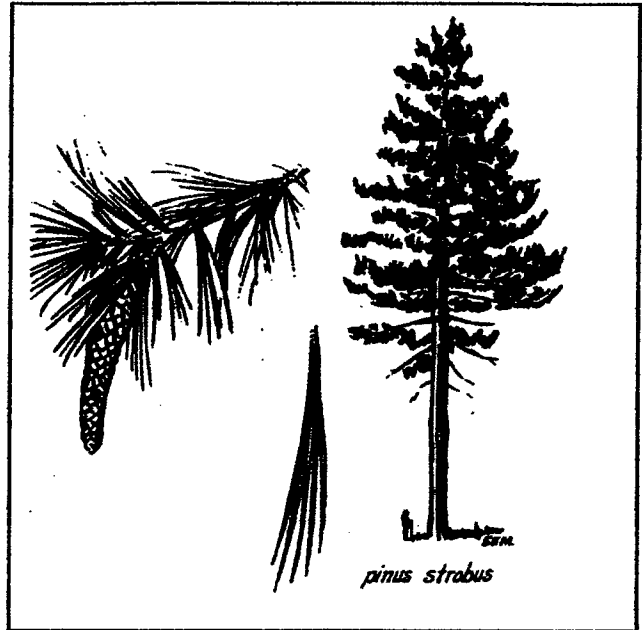
*Kate Willard*  
11/20/07

# Robert Lamprey Lamprey Appraisal

## LETTER OF TRANSMITTAL

November 9, 2006

Tracy Zschau  
Vermont Land Trust  
PO Box 427  
St. Johnsbury, Vermont 05819



Dear Ms. Zschau:

Upon your request, I am enclosing an appraisal report concerning two parcels of land, together with any improvements thereon, located on Keiser Pond in the Town of Peacham and the Town of Danville, Caledonia County, State of Vermont. The properties are owned by Wilhelm M. Merck. The purpose of this report is to make an estimate of the fair market value of these subject properties as of November 3, 2006, which is the date of their most recent inspection. The two parcels are known for the purposes of this appraisal only as Parcel A and Parcel B, and are summarized as follows:

11.9  
9.1  
+  
5.1  
-----  
26.1

Parcel A: Approximately 26.1 acres, together with 2,020 feet of frontage on the north side of Keiser Pond, located in the Town of Danville, Vermont. The parcel consists of three lots acquired in separate deeds from Leo P. Bean. The first deed is dated January 13, 1994 and is recorded at Book 84, Page 324 of the Danville Land Records; it conveyed 11.9 acres on the northwest shore of Keiser Pond. The second deed, dated September 30, 1997 and recorded at Book 91, Page 283 of the Danville Land Records, conveyed 9.1 acres on the north shore of Keiser Pond, located adjacent to and east of the 11.9-acre lot. The third deed, dated May 18, 1998, and recorded at

26.1  
acres

Robert Lamprey, Lamprey Appraisal, PO Box 735, Wells River, Vermont 05081  
Tel: 802-757-3722; FAX: 802-757-3722; email: mipham@charterinternet.com

Book 92, Page 454 of the Danville Land Records, conveyed 5.1 acres on the north shore of Keiser Pond, located adjacent to and east of the 9.1-acre lot.

Parcel B: Approximately 30 acres, together with 1,874 feet of frontage on the south side of Keiser Pond in the Towns of Peacham and Danville, Vermont. The parcel consists of all the remaining land owned by Wilhelm M. Merck acquired in a deed from Mary Burdick, Estate of Louise S. Burdick, to Wilhelm M. Merck and Sarah W. Merck, dated August 18, 1993 and recorded at Book 83, Pages 494-497 of the Danville Land Records and at Book 43, Page 312 of the Peacham Land Records. In addition, I have provided separate values for two components of this parcel:

30  
acres

- i. 12.5 acres of land and 1,874 feet of shorefront
- ii. 17.5 acres of land on the south side of Harvey's Hollow Road

I have appraised the properties using the Sales Comparison Approach. The Cost Approach is not employed since it is applicable only to improved properties. The Income Approach is not applicable since it is unlikely that the properties would be purchased primarily based on their annualized income-producing characteristics. I have viewed and photographed all the comparable sales employed in the report and verified these sales with a first-hand source, with any exceptions noted.

Most of the information that is necessary to understand the conclusions regarding fair market value is contained within the report. However, since there are a few pieces of general market evidence referred to but not included in the report, the appraisal should technically be considered a summary report of a complete appraisal. These additional data are on file with the appraiser and are available to the authorized user of this report upon request.

Included within this report are statements of assumptions and limiting conditions and of my qualifications, both of which should be considered an integral part of this report. Please read the General Assumptions and Limiting Conditions, which explain the limitations of the report. In particular, the following limitations or exceptions to the report should be considered:

Extraordinary Assumption: It is assumed that any necessary septic permits could be obtained for a three-bedroom septic system on both Parcel A and Parcel B. The analysis of value of Parcel B as two subparcels, Parcel B(i) or B(ii), is also subject to the ability of

each separate lot to obtain permits for a three-bedroom septic system. Inability to obtain such a permit would have a substantial impact on the value reported herein.

In the event that this report is used as a basis to set a market price, no responsibility is assumed for any party's inability to consummate a sale at the value reported herein.

This appraiser has no present or contemplated future interest in the property herein appraised. The fee for this report is not contingent upon reporting a predetermined value, or upon the amount of value estimated. An invoice for my services is enclosed, which is based on my standard hourly rate, and is within the range quoted in an estimate provided before the commencement of the appraisal.

The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*. Based upon my independent appraisal and the exercise of my professional judgment, it is my estimate that the fair market value of the subject properties as of November 3, 2006, is:

Parcel	Unit Price	Lump Sum
Parcel A, 26.1 Acres & 2,020 feet of shorefront	\$101.98/front foot	\$206,000
Parcel B: 30 Acres & 1,874 feet of shorefront	\$110.46/front foot	\$207,000
Total		\$413,000

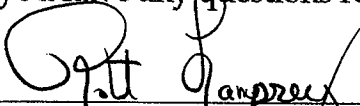
206,000

The following two sub-parcels are also considered as potentially separate parcels, based on the extraordinary assumption that permits could be obtained to subdivide Parcel B into 12.5 acres on the north side of Harveys Hollow/Keiser Pond Road and 17.5 acres on the south side of Harveys Hollow Road:

Subparcel	Acreage	Unit Price	Lump Sum
Parcel B(i) with 1,874 feet of shorefront	12.5	\$84.31/front foot	\$158,000
Parcel B(ii) with 17.5 acres	17.5	\$3,430/acre	\$60,000

158,000  
60,000  
218,000

If you have any questions regarding the report, please do not hesitate to contact me.

  
 Robert Lamprey, Appraiser  
 State of Vermont, Certified General Appraiser #080-0000091

2,020 ft  
1,874 ft  
3,894

# CERTIFICATION

This is to certify that I have made a personal inspection of two parcels of land, together with any improvements thereon, located on Keiser Pond in the Town of Danville and the Town of Peacham, Caledonia County, Vermont. The properties are owned by Wilhelm M. Merck, and are as follows:

Parcel A: Approximately 26.1 acres, together with 2,020 feet of frontage on the north side of Keiser Pond in the Town of Danville, Vermont. The parcel consists of three lots acquired at separate times from Leo P. Bean. The first deed is dated January 13, 1994, and recorded at Book 84, Page 324 of the Danville Land Records; it conveyed 11.9 acres on the northwest shore of Keiser Pond. The second deed, dated September 30, 1997, and recorded at Book 91, Page 283 of the Danville Land Records, conveyed 9.1 acres on the north shore of Keiser Pond, located adjacent to and east of the 11.9-acre lot. The third deed dated, May 18, 1998, and recorded at Book 92, Page 454 of the Danville Land Records, conveyed 5.1 acres on the north shore of Keiser Pond, located adjacent to and east of the 9.1-acre lot.

Parcel B: Approximately 30 acres, together with 1,874 feet of frontage on the south side of Keiser Pond in the Towns of Peacham and Danville, Vermont. The parcel consists of all the remaining land owned by Wilhelm M. Merck acquired in a deed from Mary Burdick, Estate of Louise S. Burdick to Wilhelm M. Merck and Sarah W. Merck dated August 18, 1993, and recorded at Book 83, Pages 494-497, of the Danville Land Records and at Book 43, Page 312, of the Peacham Land Records.

The undersigned appraiser also hereby certifies that, to the best of his knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The appraiser has no present or prospective interest in the properties that are the subject of this report, and no personal interest with respect to the parties involved.
- The appraiser has no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.

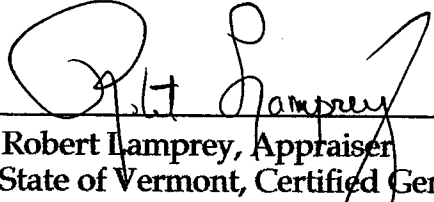
- The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- No one, other than the contributors noted in the section entitled General Assumptions and Limiting Conditions, provided significant professional assistance to the appraiser.

Based upon my independent appraisal and the exercise of my professional judgment, it is my estimate that the fair market value of the subject properties as of November 3, 2006 is:

Parcel	Unit Price	Lump Sum
Parcel A, 26.1 Acres & 2,020 feet of shorefront	\$101.98/front foot	\$206,000
Parcel B: 30 Acres & 1,874 feet of shorefront	\$110.46/front foot	\$207,000
Total		\$413,000

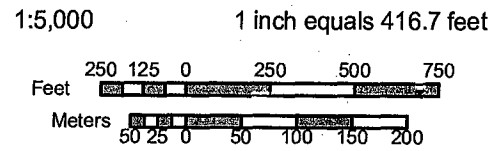
The following two sub-parcels are also considered as potentially separate tracts, based on the extraordinary assumption that permits could be obtained to subdivide Parcel B into 12.5 acres on the north side of Harveys Hollow/Keiser Pond Road and 17.5 acres on the south side of Harveys Hollow Road:

Subparcel	Acreage	Unit Price	Lump Sum
Parcel B.i. with 1,874 feet of shorefront	12.5	\$84.31/front foot	\$158,000
Parcel B.ii.	17.5	\$3,710/acre	\$60,000

  
 Robert Lamprey, Appraiser  
 State of Vermont, Certified General Appraiser #080-0000091

**Vermont Land Trust**  
 Keiser Pond Project  
 Town of Danville & Peacham  
 Caledonia Co., VT  
 November 2007  
 VLT Project #130638 VHCB #2007-091

The <enter name> Property Conservation Plan is based on the following State of Vermont Base Map 1:5000 orthophoto(s): Keiser Pond, #176208, 1998.



Protected Property

**Note:**  
 The boundaries of the Protected Property are based on a survey entitled:  
 Proposed Sub-Division of Wilhelm M. & Sarah W. Merck, Town Highway #13, Peacham, Vermont dated January 1996, by Richard N. Bohlen, Land Survey for Leo P. Bean Danville, Vermont dated April 1997, by Michael Hemond, Land Survey for Leo P. Bean Danville, Vermont dated Sept. 1992, by Michael Hemond, H.F. & L.S. Burdick Property, Danville & Peacham, VT dated January 1964, by R.N. Bohlen.

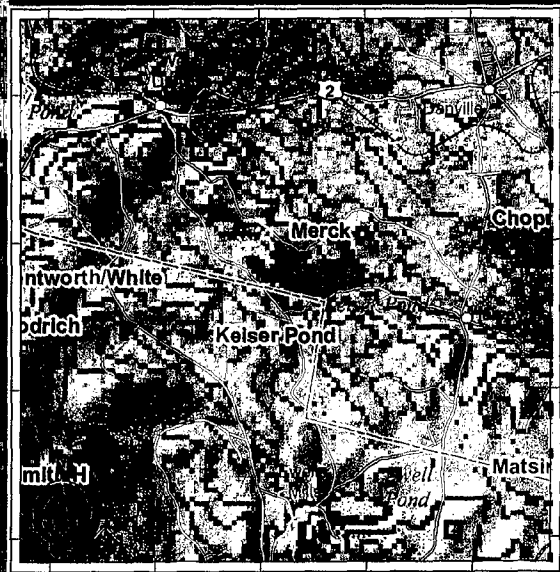
210000

210000



209000

209000



**ACREAGE INFORMATION\***

Open/Pasture	5.0 acres
Woods	32.3 acres
Wetland	1.8 acres
<b>Total Protected Property</b>	<b>± 39.1 acres</b>
Land in Peacham	11.0 acres
Land in Danville	28.1 acres

\*All acreage is approximate, and exclusive of public road rights of way.

*This map is not a survey or subdivision plat, and should not be used or construed for such purposes. It was prepared without the benefit of field measurements or extensive title research. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation easement in the administration and interpretation of the conservation easement by clearly depicting the presumed boundaries of the protected property, calculating the approximate acreages, and showing the approximate locations of any excluded lands, farmstead or homestead complex, farm labor housing complex, or special treatment areas.*

**THIS MAP IS NOT A SURVEY**

**Reviewed and Accepted by:**

\_\_\_\_\_  
 Duly Authorized Agent of State of Vermont, Agency of Natural Resources, Department of Fish & Wildlife  
 Date

\_\_\_\_\_  
 Duly Authorized Agent of Vermont Land Trust, Inc.  
 Date



**Draft Date: 7/25/07**

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

KNOW ALL PERSONS BY THESE PRESENTS, that the **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FISH AND WILDLIFE**, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to the authority granted in Title 10 V.S.A. Chapters 34 and 155, and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT LAND TRUST, INC.**, a non-profit corporation with its principal offices in Montpelier, Vermont ("VLT") and the **VERMONT HOUSING AND CONSERVATION BOARD**, an independent board of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (hereinafter "Grantees") as tenants in common, forever, the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Towns of Danville and Peacham, Caledonia County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees 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 Grantees consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that 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 the Grant**

A. Statement of Purposes.

Grantor and Grantees acknowledge that the purposes of this grant are as follows:

1. To contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's wildlife habitats, forestry, undeveloped shoreline and other natural resources through planning, regulation, land acquisition, and tax incentive programs.

2. To conserve wildlife habitats, non-commercial public recreational opportunities, forestry values, and 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) contains approximately 3,900' of undeveloped frontage on Keiser Pond;
- (b) contains approximately 1800' of frontage on Keiser Pond Road and Harveys Hollow Road;

- (c) expands public access to Keiser Pond which is a largely undeveloped 33 acre pond;
- (d) is adjacent to the state-owned developed Keiser Pond fishing access area, as well as, a property protected with a conservation easement held by Vermont Land Trust;
- (e) provides high quality habitat and riparian buffer on Keiser Pond which hosts four rare aquatic plants (*Potamogeton obtusifolius*, *Potamogeton filiformis* var. *borealis*, *Sparganium natans*, and *Eleocharis intermedia*) and hosted nesting loons in 2005, the first time since monitoring was initiated in 1978;
- (f) contains diverse wildlife habitat which supports a variety of species including numerous waterfowl species, common loon, furbearers, white-tailed deer, and other game and non-game animals and birds;
- (g) is visible to members of the public and provides scenic vistas from Keiser Pond Road and Harveys Hollow Road and from the waters of Keiser Pond; and
- (h) provides broad public use for non-motorized, non-commercial, dispersed recreational activities, including hunting, trapping, bird-watching, walking, hiking, cross-country skiing, snowshoeing, scenic and natural enjoyment and similar activities.

Grantor and Grantees 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. Grantees accept 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".

In conveying the development rights, conservation easement, public access easement, and restrictions described herein to the Grantees, it is the intent of Grantor and Grantees that the Protected Property, including the interests conveyed herein may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103).

#### 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. provide for the identification and protection of natural communities, plant, wildlife, and aquatic habitat and other ecologically sensitive or important areas, including the wooded riparian buffer along Keiser Pond; and
- b. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
- c. provide for meaningful recreational links to private and public lands;
- d. details of sustainable forest management activities;
- e. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat;
- f. provide for the sustainable use of fish and wildlife resources;

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 Towns of Peacham and Danville and from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees 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.**

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

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

2. Except as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or use restrictions shall be constructed, developed, granted or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantees, which permission shall not be unreasonably withheld or conditioned if the proposed right-of-way, easement of ingress or egress, driveway, road, utility line, other easement or use restriction is consistent with the Purposes of this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV, below). Grantees may erect and maintain signs designating the Protected Property as land under the protection of Grantees, with the prior written permission of Grantor.

4. The placement, collection or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at locations, if any, and in a manner which is consistent with this Grant and permitted by the Management Plans. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted.

5. There shall be no disturbance of the surface, including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant and provided for in the Management Plans. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

6. There shall be no manipulation of natural watercourses, wetlands, or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level or flow, except as is minimally necessary to carry out the uses permitted on the Protected Property under this Grant.

7. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as wildlife and forest management, trail grooming and/or maintenance, and for emergency purposes. Snowmobiling may be permitted at the discretion of the Grantor and as provided for in the Management Plans. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. However, Grantor may permit motor-driven wheelchairs or all-terrain vehicles for use by handicapped persons on the Protected Property if consistent with the Purposes of this Grant, including access permitted by paragraphs III(1) and IV. For purposes of this Grant, all-terrain vehicles include motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.

8. Grantor shall not give, grant, sell, convey, transfer, lease, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of Grantees which approval may be granted, denied or conditioned in the Grantees' sole discretion.

9. No use shall be made of the Protected Property and no activity thereon shall be permitted which, in the reasonable opinion of the Grantees, is or is likely to become inconsistent with the Purposes of this Grant.

**III. Permitted Uses of the Protected Property.**

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

1. The right to use the Protected Property for all types of non-commercial, non-motorized outdoor recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hunting, snowshoeing, swimming, trapping, walking, wildlife observation) consistent with the Purposes of this Grant and permitted under the Management Plans.

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

3. The right to create, maintain, repair, improve, and replace recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails within designated corridors on the Protected Property, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant and permitted by the Management Plans.

4. The right to establish, maintain and use fields for the purpose of maintaining or enhancing wildlife habitat on the Protected Property, provided that the initial forest clearing activity required to establish such fields is a component of a forest management plan which is an element of the Management Plans.

5. The right to harvest timber and other forest products, as well as, the right to conduct maple sugaring, together with the right to construct and maintain roads necessary for such activities, in accordance with the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 (or such successor standard approved by Grantees) and in accordance with a forest management plan which has been developed in consultation with the Vermont Department of Fish and Wildlife, and which forest management plan is consistent with the Purposes of the Grant and shall be a component of the Management Plans.

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

7. The right to authorize the non-commercial use of the Protected Property for recreational, educational, or research purposes, and for professional guides for small groups of people, provided that any such permit or license is for uses consistent with the Purposes of this Grant, and provided that such permit or license does not authorize any use of or action on the Protected Property otherwise prohibited by this Grant.

8. The right to issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational,

educational, forestry, or scientific research purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, and (ii) is for uses consistent with the Purposes of this Grant.

9. The right to conduct all activities allowed by the Management Plans, provided such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with this Grant. Such activities may include, but are not necessarily limited to, the management of vegetation, wildlife and recreation.

#### **IV. Public Access.**

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hunting, snowshoeing, swimming, trapping, walking, and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety. If Grantees approve a conveyance of the Protected Property, then Grantees may also require that a separate Grant of Public Access Easement also be conveyed to Grantees in a form approved by Grantees.

#### **V. Enforcement of the Restrictions.**

Grantees 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, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that Grantees become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance by personal service or via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance, which is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantees all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by the Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantees to corrective action on the Protected Property, if necessary. If the court determines that the Grantor has failed to comply with this Grant, Grantor shall reimburse the Grantees 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 Grantees initiate litigation and

the court determines that the Grantor has not failed to comply with this Agreement and Grantees have initiated litigation without reasonable cause or in bad faith, then Grantees 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 Grantees to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantees at law, in equity, or through administrative proceedings.

No delay or omission by the Grantees in the exercise of any right or remedy upon any breach of Grantor shall impair the Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

#### **VI. Miscellaneous Provisions.**

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of the Grantee before commencing an activity or act, and where the Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the Grantees.

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 Towns of Peacham and Danville and the State of Vermont.

3. The Grantees shall transfer the development rights and conservation restrictions conveyed by Grantor herein only to a governmental agency, municipality or qualified organization, as defined in Title 10 V.S.A. Section 6301a, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In the event the development rights or conservation restrictions conveyed to the Grantees herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantees in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantees at the time of extinguishment.

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

all successors in interest in the Protected Property in perpetuity. Grantor shall also notify the Grantees of the name(s) and address(es) of Grantor's successor(s) in interest.

6. The term "Grantor" shall include the successors and assigns of the original Grantor, Agency of Natural Resources, Department of Fish and Wildlife. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board.

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

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantees, Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board, their respective successors and assigns, to their own use and behoove forever, and the said Grantor, the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, for itself and its successors and assigns, does covenant with the said Grantees, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment of 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, \_\_\_\_\_, duly authorized agent of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, sets his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

Signed, Sealed and Delivered  
In The Presence Of:

**STATE OF VERMONT, AGENCY OF  
NATURAL RESOURCES, Department of Fish  
and Wildlife**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
\_\_\_\_\_ COUNTY, Ss.

At \_\_\_\_\_, Vermont, on this \_\_\_\_ day of \_\_\_\_\_, 2005  
personally appeared \_\_\_\_\_, duly authorized agent of the State of  
Vermont, Agency of Natural Resources, Department of Fish and Wildlife, and he/she  
acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act



and deed and the free act and deed of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, before me,

\_\_\_\_\_  
Notary Public  
My commission expires: 02/10/2011

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its Duly Authorized Agent

=====

**SCHEDULE A  
PROTECTED PROPERTY**

Being a portion of all and the same lands and premises conveyed to Grantor by Warranty Deed of Wilhelm M. Merck dated and recorded herewith in the Danville and Peacham Land Records.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon and generally described as containing 38.6 acres, more or less, lying on both sides of Town Highway #\_\_ (also known as \_\_\_\_\_), in the Towns of Danville and Peacham, 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 Grantees 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 – Keiser Pond, Towns of Danville and Peacham, Caledonia Co., VT, \_\_\_\_\_ 2007**" signed by the Grantor and VLT (referred to throughout this Grant and its Schedules as "Keiser Pond Conservation Plan"). The Keiser Pond 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 Keiser Pond Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantees 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 Keiser Pond Conservation Plan is kept by VLT in its Stewardship Office. **The Keiser Pond 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 Grantees 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 Grantees 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.

**From:** "Willard, Kate" <Kate.Willard@state.vt.us>  
**To:** "Rebecca Buck" <r buck@leg.state.vt.us>  
**Date:** 11/28/2007 11:18 AM  
**Subject:** RE: I just faxed the "signed" version of final approval for JFO#2302

I received the FAX...thanks so much for all the hard work you and everyone else at JF put into getting this approval - Kate

Kate Willard  
Forests, Parks and Recreation  
103 South Main Street  
Waterbury, VT 05671  
(802) 241-3697

-----Original Message-----

From: Rebecca Buck [mailto:r buck@leg.state.vt.us]  
Sent: Wednesday, November 28, 2007 9:45 AM  
To: Willard, Kate  
Cc: Yacono, Sher  
Subject: I just faxed the "signed" version of final approval for JFO#2302

Hi Kate. Here is the e-mail "unsigned" version. Hard copies of the signed memo will be going pink mail to both George and Wayne. I'm also including Sher on this e-mail. If either of you need any of the back up on this item for your records let me know and I'll see that you get it. Thanks again for all the help.

--Becky