



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: July 10, 2024
Subject: Grants – JFO #3207

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3207: Land donation of three parcels in Duxbury, Vermont totaling 62.06 acres and valued at \$326,200.00, to the Agency of Natural Resources, Department of Forests, Parks and Recreation. All three parcels will be added to Camel's Hump State Park.

1. The Hanley parcel is 57.25 acres and is being donated by the Duxbury Land Trust. The addition of this parcel will protect the water quality and flood resilience along the Winooski River and Ridley Brook. This parcel will also protect a significant wildlife corridor between Camel's Hump and Mt. Mansfield.
2. The Roost and Thetford parcels, totaling 4.81 acres, are being donated by the Green Mountain Club. Both parcels will further protect wildlife habitat and improve public access to the park.

Closing costs for the three parcels will be covered within a previously secured grant from the Vermont Housing Conservation Board and are expected to be \$6,500.00. Estimated payment in lieu of taxes (PILOT) for all three parcels is \$1,267.93 annually. *[Received July 1, 2024]*

[NOTE: The packet indicates a May 1, 2024 closing date; however, July 31, 2024 is the updated anticipated closing date.]

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Please submit concerns by **July 25, 2024**, or we will assume that you agree to consider as final the Governor's acceptance of this request.



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

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

Agency of Administration

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary: To accept a donation of two parcels of land from the Green Mountain Club; the so-called "Rost" and "Thetford" parcels, totaling 4.81 acres in Duxbury, Vermont, valued at \$16,200 combined based on town assessment, to be added to Camel's Hump State Park, and to accept the donation of the 57.25-acre "Hanley" parcel to be conveyed to FPR from the Duxbury Land Trust.

Date: 3/15/2024

Department: Forests, Parks & Recreation

Legal Title of Grant: N/A

Federal Catalog #: N/A

Grant/Donor Name and Address:	Green Mountain Club 4711 Waterbury-Stowe Road Waterbury Center, VT, 05677	Duxbury Land Trust PO Box 56 Waterbury, VT, 05676
--------------------------------------	---	---

Grant Period: **From:** 3/15/2024 **To:** 12/31/2099

Grant/Donation: \$326,200

	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$326,200	\$0	\$0	\$0	

Position Information:	# Positions	Explanation/Comments
	0	

Additional Comments: FPR estimates current and future SF revenues adequate to cover estimated \$1,267.93 annual PILOT payments for all three parcels and ongoing maintenance.

Department of Finance & Management	Adam Greshin <small>Digitally signed by Adam Greshin Date: 2024.03.18 10:52:00 -0400</small>	(Initial)
Secretary of Administration	Sean Brown <small>F043164EBC83432...</small>	(Initial)
Sent To Joint Fiscal Office		Date







State of Vermont
Department of Forests, Parks and Recreation
One National Life Drive, Davis 2
Montpelier, VT 05620-3801
www.vtfpr.org

Agency of Natural Resources

[tdd] 800-253-0191

MEMORANDUM

To: Jaye Pershing Johnson

Through: Danielle Fitzko, Commissioner, Department of Forests, Parks and Recreation

From: Gunnar Nurme, Land Acquisition Coordinator

Date: February 29, 2024

RE: Governor's approval for the acquisition of 62.06 ± acres, as an addition to Camel's Hump State Park in the Town of Duxbury.

Enclosed is a land acquisition memo for Governor Scott's review, to approve the Department of Forests, Parks and Recreation' (FPR) fee acquisition of 62.06 ± acres in Duxbury. The acquisition consists of three separate parcels that are adjacent to Camel's Hump State Park and have frontage on Ridley Brook and the Winooski River. All three parcels are being donated to FPR and will be added to Camel's Hump State Park. FPR uses a variety of state and federal funding sources, as well as revenue generated by management activity, to implement management objectives.

The town of Duxbury is supportive of these acquisitions. Funding for the closing costs associated with these donations will come from funds allotted within a grant from the Vermont Housing and Conservation Board. As with previous ANR land transactions involving a bargain sale or donation, the AA-1 Grants Acceptance form follows the memo to Governor Scott and will serve as the signature page for the required administrative approvals.

The following documents and information have been included in this package for Governor's approval:

- Property description
- Maps of the property and surrounding parcels
- Legal authority for the transactions
- Nature of the legal property interest to be acquired
- Description and role of partner organizations
- Clear statement of purpose of the acquisition
- Description of current uses, anticipated uses and limits on use
- Description of existing motorized and/or mechanized uses, including VAST trails on the property and surrounding areas
- Source of funds for the acquisition
- Long term plan for funding management expenses
- Evidence of local approval
- Assessed value and property taxes for the year of acquisition
- Other input received from interested parties
- Other relevant information

We plan to close on this acquisition by May 1, 2024. We are seeking approval by March 15, 2024 to facilitate closing on the anticipated timeline.

If you have any questions regarding this acquisition, please contact me at 802-261-7140 or at gunnar.nurme@vermont.gov. Thank you.



State of Vermont
Department of Forests, Parks and Recreation
1 National Life Drive, Davis 2
Montpelier VT 05620-3801
[tdd] 800-253-0191
www.vtforest.org

Agency of Natural Resources

MEMORANDUM

To: Philip B. Scott, Governor

Through: Julia S. Moore, Secretary, Agency of Natural Resources

From: Danielle Fitzko, Commissioner, Department of Forests, Parks and Recreation

Date: February 29, 2024

Subject: Approval for the acquisition of 62.06± acres in Duxbury as an addition to Camel's Hump State Park

Description of Property

This addition to Camel's Hump State Park consists of 62.06± acres in the town of Duxbury. This conservation project consists of three different parcels, namely "Hanley", "Rost" and "Thetford". These three parcels all border the northeast corner of Camel's Hump State Park and are accessed either by River Road or Camel's Hump Road.

The Hanley parcel to be acquired is 57.25± acres. The property has frontage on both Ridley Brook and the Winooski River and helps protect the water quality and flood resilience of the area. The parcel is also located in a significant wildlife travel corridor between the forest blocks of Camel's Hump and Mount Mansfield. Adding this property to the State Park would prevent further forest fragmentation along the Park's edges. The road frontage on the property could facilitate public access to the State Park, the Winooski River, and Ridley Brook. These sections of both water bodies are popular destinations for water-based recreation that would benefit from improved access. The property has been identified as being a high priority for landscape scale conservation, riparian wildlife connectivity, forest connectivity, and both terrestrial and riparian wildlife road crossings. The nearest VAST trail crosses through Camel's Hump State Park roughly a quarter-mile away from the Hanley parcel, therefore this project will help to protect a valuable area for winter recreation. The total property in question owned by the private landowner before Duxbury Land Trust (DLT) purchased the land was originally 65.85 acres. There was an 8.6-acre section of the lot that had several structures on it. The private landowner subdivided and retained these 8.6 acres, leaving 57.25 undeveloped acres. This 57.25-acre parcel is what the Vermont Department of Forests, Parks and Recreation (FPR) is proposing to acquire through the Hanley portion of this project. DLT has secured a right of first purchase agreement on the remaining 8.6 acres, which could allow DLT and FPR to conserve the remainder of the land in the future.

Since 2021, FPR has been working with DLT and the previous landowner, James Hanley, to develop an appropriate conservation project for the Hanley parcel. In May of 2023, Duxbury Land Trust was able to purchase the 57.25-acre parcel using grant funds from Vermont Housing

and Conservation Board (VHCB) which were secured in collaboration with FPR. Per VHCB's grant requirements, the Vermont River Conservancy and VHCB co-hold a conservation easement on the property. Once FPR has completed its due diligence to acquire the property, DLT will donate the property to FPR subject to the conservation easement. The estimated annual PILOT (Payment in Lieu of Taxes) payment for the Hanley parcel is \$1,175.31. The town of Duxbury, through its selectboard, offered its support for the acquisition of the Hanley parcel by FPR on November 22, 2021.

The Rost parcel has been owned by the Green Mountain Club (GMC) since 1992. When GMC acquired the land, they intended to use it as a place to reroute a section of the Long Trail. This reroute ended up being created elsewhere, so the parcel no longer had as much utility for the Club. Ever since, GMC has felt it would be appropriate for FPR to acquire this land and add it to Camel's Hump State Park, and now wishes to donate the land in fee to the State. The Rost parcel is 3.9 ± acres and is located in between River Road and the Winooski River in Duxbury. The property is identified as being important for wildlife connectivity, as its forested nature allows for wildlife movement along and across the river. The parcel is also popular among anglers and other water-based recreationalists, and protection of the property will ensure public access in perpetuity. The Rost parcel will not be subject to a conservation easement.

The Thetford parcel is very similar in nature to the Rost parcel. It has been owned by GMC since 1999, when the Club acquired the land planning to use it to create a reroute of a section of the Long Trail. Similarly to the Rost parcel, this reroute never materialized, leaving the Thetford land without much utility for GMC. Until recently, the Thetford property and the adjacent State Park land were tied up in litigation over a boundary dispute with a parcel that they both border. Legal work amongst the parties involved, including FPR and GMC, resulted in resolution of the issue. GMC would now like to donate the Thetford parcel to the State in fee with no associated easements or restrictions. The Thetford parcel is 0.91 ± acres and is located on the other side of River Road from the Rost parcel, adjacent to Camel's Hump State Park. The property consists of successional forest, small wet areas and a stream that flows through the land on its way to the Winooski. The forestland supports wildlife movement along and across the Winooski River. There is a small gravel turn around in the eastern portion of parcel's 366 feet of frontage on River Road. The Thetford parcel will not be subject to a conservation easement.

The estimated annual PILOT payment for the Rost and Thetford parcels combined is \$92.62. The town of Duxbury, through its selectboard, offered its support for acquisition of the Rost and Thetford parcels by FPR on February 14, 2021.

Review of Project

The Hanley project was reviewed by the Agency of Natural Resources (ANR) Essex District Stewardship team on June 21, 2022, and was approved by Department of Forests, Parks and Recreation (FPR) Commissioner, Michael Snyder, on July 22, 2022, and by ANR secretary, Julie Moore, on September 6, 2022.

The Rost project was reviewed by the ANR Essex District Stewardship Team in August of 2018, and was approved by FPR Commissioner, Michael Snyder, on November 20, 2018, and was approved by ANR Secretary, Julie Moore, on October 3, 2019.

The Thetford project was reviewed by the ANR Essex District Stewardship Team in August of 2018, and was approved by FPR Commissioner, Michael Snyder, on November 20, 2018, and was approved by ANR Secretary, Julie Moore, on October 3, 2019.

Ownership and Management

If this project is approved, DLT will donate the Hanley parcel to FPR who will then own the land in fee. A conservation easement held by The Vermont River Conservancy (VRC) and VHCB was placed on the property upon acquisition by DLT to meet VHCB funding requirements. VRC will be the primary steward of the conservation easement. The Rost and Thetford parcels will both be donated to FPR by GMC. The three parcels will be managed by FPR as a part of Camel's Hump State Park. Management of the land will be in accordance with the interim and long-range management plans for the parcels and the State Park. Dispersed public access will be allowed on all three parcels. Use of the parcel will be limited to those uses permitted by the laws, ordinances, statutes and regulations of the State of Vermont and the Town of Duxbury, the policies of ANR and FPR, the interim and long-range management plan, and the easement held by VHCB and VRC. VRC received a \$15,000 stewardship contribution as part of the VHCB grant that will help them sustainably manage the property and monitor the conservation easement into the future. Management of Camel's Hump State Park is undertaken by FPR staff, and other staff within ANR as necessary. FPR uses a variety of state and federal funding sources, as well as revenue generated by management activity, to implement management objectives.

Budget and Funding

DLT used VHCB funds to acquire the Hanley property. If this project is approved, DLT will fully donate the Hanley parcel to FPR. The Hanley parcel has an appraised value of \$310,000. The Rost and Thetford parcels will be donated to FPR by GMC. The combined town assessed value of these two parcels is \$16,200. \$6,500 is allotted in the VHCB grant for closing costs and other associated costs for all three parcels.

[SIGNATURES REQUESTED ON THE FOLLOWING AA-1 FORM]

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

Acceptance of Real Property as a Grant, Pursuant to 10 V.S.A. §2606

BASIC GRANT INFORMATION						
1. Agency:	Agency of Natural Resources					
2. Department:	Department of Forests, Parks and Recreation					
3. Program:	Division of Lands Administration and Recreation, Land Conservation					
4. Legal Title of Grant:	n/a					
5. Federal Catalog #:	n/a					
6. Grant/Donor Name and Address:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Green Mountain Club 4711 Waterbury-Stowe Road Waterbury Center, VT, 05677</td> <td style="width: 50%; border: none;">Duxbury Land Trust PO Box 56 Waterbury, VT, 05676</td> </tr> </table>				Green Mountain Club 4711 Waterbury-Stowe Road Waterbury Center, VT, 05677	Duxbury Land Trust PO Box 56 Waterbury, VT, 05676
Green Mountain Club 4711 Waterbury-Stowe Road Waterbury Center, VT, 05677	Duxbury Land Trust PO Box 56 Waterbury, VT, 05676					
7. Grant Period:	From:	n/a	To:	n/a		
8. Purpose of Grant:	<p>The purpose of this grant is for the Department of Forests, Parks and Recreation (FPR) to accept a donation of two parcels of land from the Green Mountain Club; the so-called "Rost" and "Thetford" parcels, totaling 4.81 acres in Duxbury, Vermont, valued at \$16,200 combined based on town assessment. The parcels will be added to Camel's Hump State Park along with the Hanley property, 57.25 acres to be conveyed to FPR from the Duxbury Land Trust as part of a previously state-appropriated VHCB-grant funded project.</p>					
9. Impact on existing program if grant is not Accepted:	<p>If FPR does not accept this donation, the opportunity to secure important access for the public along the Winooski River for fishing and other activities will be lost.</p>					
10. BUDGET INFORMATION						
	SFY 1	SFY 2	SFY 3	Comments		
Expenditures:	FY 24	FY	FY			
Personal Services	\$	\$	\$			
Operating Expenses	\$332,700	\$	\$			
Grants	\$	\$	\$			
Total	\$332,700	\$	\$			
Revenues:						
State Funds:	\$	\$	\$			
Cash	\$	\$	\$			
In-Kind	\$	\$	\$			
Federal Funds:	\$	\$	\$			
(Direct Costs)	\$	\$	\$			
(Statewide Indirect)	\$	\$	\$			
(Departmental Indirect)	\$	\$	\$			
Other Funds:	\$310,000	\$	\$	Value of land supported through VHCB grant		
Other Funds:	\$6,500			Closing costs and associated project		

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

				costs – funds from VHCB grant
Grant (source: donation from Green Mountain Club)	\$16,200	\$	\$	\$16,200 – Town assessed value of land
Total	332,700	\$	\$	

Appropriation No:		Amount:	\$
			\$
			\$
			\$
			\$
			\$
		Total	\$

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <small>DocuSigned by: Danielle Fitzko 5BE1AA84753549E</small>	Date:
	Title: Commissioner, Department of Forests, Parks and Recreation	
	Signature: <small>DocuSigned by: [Signature] 660847D6D5144F2...</small>	Date:
	Title: Secretary, Agency of Natural Resources	

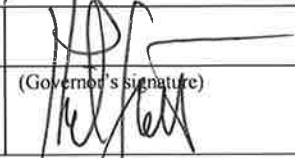
14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/>	Approved:	(Secretary or designee signature) <small>DocuSigned by: Sean Brown F643164EBC83432...</small>	Date: 4/18/2024 10:46
-------------------------------------	-----------	--	-------------------------

15. ACTION BY GOVERNOR

<input type="checkbox"/>	Check One Box:		
--------------------------	----------------	--	--

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

<input checked="" type="checkbox"/>	Accepted	 (Governor's signature)	Date: 6/29/24
<input type="checkbox"/>	Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|--|--|
| <input checked="" type="checkbox"/> Request Memo
<input checked="" type="checkbox"/> Dept. project approval (if applicable)
<input type="checkbox"/> Notice of Award
<input checked="" type="checkbox"/> Grant Agreement
<input type="checkbox"/> Grant Budget | <input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Form AA-1PN attached (if applicable) |
|--|--|

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5). (See also 10 V.S.A. § 2606)

MEMORANDUM

TO: Michael Snyder, Commissioner

FROM: Gannon Osborn, Land Conservation Program Manager

SUBJECT: Addition to Camel's Hump State Park

DATE: July 22, 2022

LAP #: 2023

Recommendation: **Approve the acquisition of 61 +/- acres in Duxbury as an addition to Camel's Hump State Park**

Landowner: James Hanley

Location: Duxbury

Acreage: 61

House District: Washington-7

House Representatives: Katherine Dolan, Maxine Grad

Senate District: Washington District

Senate Representatives: Ann Cummings, Andrew Perchlik, Anthony Pollina

Type of Acquisition: Fee Acquisition

Partners: Duxbury Land Trust, Vermont River Conservancy

Proposed Funding: VHCB, Fish and Wildlife Access Area funding, DLT local fundraising

Background and Significance:

The Agency started to explore the potential acquisition of the Hanley property, located along River Road and Camel's Hump Road in Duxbury, in February 2021. After reviewing the opportunity, the Essex District Stewardship Team recommended to acquire the property in February 2021. The conservation project received Commissioner Approval in May 2021 (attached) and Secretary Approval in December 2021. Since that time, FPR has worked with the Duxbury Land Trust (DLT) and the landowner to develop a feasible conservation project for the property. The partners now propose a final configuration for the project. Because the project's configuration changed since ANR initially reviewed the project, FPR is looking to reaffirm the project's conservation values and receive approval to acquire the updated configuration of the property. In June 2022, the Essex District Stewardship Team affirmed the project's conservation values and recommended to move forward with the conservation project in its new configuration (attached).

Under the current proposed configuration, Duxbury Land Trust in partnership with FPR, will apply to the Vermont Housing and Conservation Board (VHCB) for funding, likely going before the board in September 2022. The private landowner will subdivide and retain a five-acre parcel that includes the tenant residence along River Road. The landowner will cover the cost to subdivide the parcel. The subdivision satisfies the landowner's interest to permit the tenant to continue living in the residence, while ensuring that FPR and DLT are not responsible for a life estate, a tenant, or removing the residential infrastructure. FPR and DLT will look to secure a right of first refusal for the retained five-acre parcel. Using the VHCB funds, DLT will then purchase approximately 61 acres from the landowner. The landowner will be responsible for removing the mobile home at the corner of River Road and Camel's Hump Road.

Per VHCB's grant requirements, The Vermont River Conservancy and the Vermont Housing and Conservation Board will co-hold a conservation easement on the property. Once FPR has completed its due diligence to acquire the property, DLT will donate the property to FPR subject to the conservation easement. Upon its acquisition, it is proposed that FPR take responsibility for addressing the infrastructure associated with the former residence and restoring the site at the corner of River Road and Camel's Hump Road. The cost of this work is estimated to be at least \$32,300 (see attached Hanley Infrastructure Assessment and Planning). FPR proposes to use funding from Fish and Wildlife's Access Area program and FPR's Land and Facilities Trust Fund to cover the cost of infrastructure removal and remediation. FPR estimates that removing and remediating the site will take one season of work. The Green Mountain Club owns two undeveloped parcels adjacent to the Hanley parcel that it has proposed to donate to FPR as an addition to the Camel's Hump State Park as well. GMC's parcels have already been reviewed and approved for acquisition by ANR. In an effort to increase the benefits of this conservation project, FPR will look to acquire the GMC parcels around the same time as the Hanley parcel.

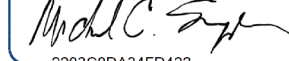
Approval for Development of a Conservation Project

I hereby approve the development of a land acquisition project for the Hanley property located in Duxbury, Vermont. This approval authorizes Department staff to pursue the development of this project and does not supersede other requirements, statutory, regulatory, procedural or policy, for the State of Vermont to accept interest in real property (e.g., Governor Approval).

7/22/2022

Date

DocuSigned by:



2203C8DA34FD422...

Michael Snyder, Commissioner

Department of Forests, Parks, and Recreation

I hereby decline to approve the development of a land acquisition project for the Hanley property located in Duxbury, Vermont.

Date

Michael Snyder, Commissioner

Department of Forests, Parks, and Recreation

MEMORANDUM

TO: Michael Snyder, Commissioner

FROM: Gannon Osborn, Land Acquisition Coordinator

SUBJECT: Proposed acquisition of 4 acres in Duxbury as an addition to Camel's Hump State park.

DATE: November 2018

Recommendation: **Approve the acquisition of 4 acres in Duxbury as an addition to Camel's Hump State Park.**

Landowner: Green Mountain Club

Location: Duxbury

Acreage: 4

Type of Acquisition: Fee Acquisition

Recommended Funding: Donation

Approximate Costs: Associated project costs

Background and Significance:

The Green Mountain Club (GMC) acquired the Rost Tract in 1992 from Winston Rost. At the time, GMC envisioned that this parcel would accommodate a rerouted section of the Long Trail and be the southern site for a footbridge spanning the Winooski River. GMC ended up moving the Long Trail and the Winooski crossing farther west, leaving the Rost Tract without great utility to the organization. In 2012 GMC proposed that the State acquire the property, which the Land Acquisition Review Committee and the secretary approved contingent on a satisfactory environmental review of the property. For some reason, the acquisition was never completed, leading GMC to once again work towards State ownership of this parcel.

The 4-acre Rost Tract is located in Duxbury between River Road and the Winooski River, and just across River Road from Camel's Hump State Park and the GMC-owned Thetford Tract (also proposed for State acquisition). Although located within the Winooski River corridor, the property's raised topography keeps the land largely out of the flood hazard area. As forestland along the river, the property enables wildlife movement along and across the river, and is identified by Vermont Conservation Design as important land for riparian wildlife connectivity.

Fishermen and other locals use a small pull-off just east of the property on River Road and a series of footpaths to access the river from the property. To account for this use, GMC has a volunteer visit the property twice a year to pick up trash. GMC would like to donate the Rost Tract in fee to the State with no associated easements.

The District Stewardship Team recommended to acquire this parcel. With GMC owning this parcel, it is under no immediate threat, but it is considered a valuable and free addition to the State Park.

Approval for Development of a Conservation Project

I hereby approve the development of a land acquisition project for the Rost Tract property owned by the Green Mountain Club located in Duxbury, Vermont. This approval authorizes Department staff to pursue the development of this project and does not supersede other requirements, statutory, regulatory,

procedural or policy, for the State of Vermont to accept interest in real property (e.g., Governor Approval).

11/20/18
Date



Michael Snyder, Commissioner
Department of Forests, Parks, and Recreation

I hereby decline to approve the development of a land acquisition project for the Rost Tract property owned by the Green Mountain Club located in Duxbury, Vermont.

Date

Michael Snyder, Commissioner
Department of Forests, Parks, and Recreation

MEMORANDUM

TO: Michael Snyder, Commissioner

FROM: Gannon Osborn, Land Acquisition Coordinator

SUBJECT: Proposed acquisition of 0.9 acres in Duxbury as an addition to Camel's Hump State park.

DATE: November 2018

Recommendation: **Approve the acquisition of 0.9 acres in Duxbury as an addition to Camel's Hump State Park.**

Landowner: Green Mountain Club

Location: Duxbury

Acreage: 0.9

Type of Acquisition: Fee Acquisition

Recommended Funding: Donation

Approximate Costs: Staff costs related to acquisition

Background and Significance:

The Green Mountain Club (GMC) acquired the Thetford Tract in 1999 from John Thetford. At the time, GMC envisioned that this parcel would accommodate a rerouted section of the Long Trail and serve as a trailhead and parking area for this section of the trail. GMC ended up moving the Long Trail and the Winooski crossing farther west, leaving the Thetford Tract without great utility to the organization. In 2012 GMC proposed that the State acquire the property, which the Land Acquisition Review Committee and the secretary approved contingent on a satisfactory environmental review of the property. For some reason, the acquisition was never completed, leading GMC to once again work towards State ownership of this parcel.

The 0.9-acre Thetford Tract is located in Duxbury adjacent to Camel's Hump State Park, just across River Road from the GMC-owned Rost Tract (also proposed for State acquisition) and the Winooski River. The property consists of successional forest, small wet areas and a stream that flows through the land on its way to the Winooski. The forested land, which a previous owner attempted to develop with a year-round residence, supports wildlife movement along and across the Winooski River. There is a small gravel turn around in the eastern portion of parcel's frontage on River Road, while the remnants of an old camp sit along the western frontage.

Currently, the Thetford property and the adjacent State Park land are tied up in litigation over a boundary dispute with a parcel that they both border. Recent legal discussions amongst the parties involved indicate that the litigation may soon be resolved. GMC would like to donate the Thetford parcel to the State with no associated easements or restrictions.

Prior to District Stewardship Team review, Land Acquisition, Legal and District staff concluded that the parcel should not be acquired until the legal dispute is resolved. Through its review, the District Stewardship Team recommended to acquire this parcel, contingent upon an assessment of the camp and its associated debris, and what is needed to remediate the site. Land Acquisition staff is working with GMC and District staff to conduct a preliminary assessment of what level of assessment and remediation will be required. With GMC owning this parcel, it is under no immediate threat, but it is considered a valuable and free addition to the State Park.

Approval for Development of a Conservation Project

I hereby approve the development of a land acquisition project for the Thetford Tract property owned by the Green Mountain Club located in Duxbury, Vermont. This approval authorizes Department staff to pursue the development of this project and does not supersede other requirements, statutory, regulatory, procedural or policy, for the State of Vermont to accept interest in real property (e.g., Governor Approval).

11/20/18
Date



Michael Snyder, Commissioner
Department of Forests, Parks, and Recreation

I hereby decline to approve the development of a land acquisition project for the Thetford Tract property owned by the Green Mountain Club located in Duxbury, Vermont.

Date

Michael Snyder, Commissioner
Department of Forests, Parks, and Recreation

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into upon the date set forth below by and between **THE GREEN MOUNTAIN CLUB, INC.**, a Vermont non-profit corporation, with its principal office in Waterbury Center, Vermont (“Seller”) and the **STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF FORESTS, PARKS AND RECREATION**, a state agency with offices in Montpelier, Vermont (“Buyer”).

1. **Description of Property.** The property which is the subject of this Agreement consists of two parcels totaling 5 acres, more or less, located on River Road in the Town of Duxbury, Washington County, Vermont (the “Property”). One parcel is approximately 4 acres and is known as the “Rost Property.” The other parcel is approximately 1 acre and is known as the “Thetford Property.” The approximate locations of the Property are depicted as the “Rost Property” and the “Thetford Property” on the map titled “Property Map, GMC Transfers: Rost and Thetford, Duxbury” attached to this Agreement as Exhibit A and incorporated herein.

2. **Sale.** The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to buy from the Seller, the Property, subject to the contingencies set forth in this Agreement. The Property shall be conveyed to the Buyer by Warranty Deed (the “Deed”). The Buyer shall review and approve the Deed prior to any conveyance.

3. **Purchase Price.** The purchase price shall be Zero Dollars (\$00.00) to be paid by the Buyer to the Seller upon closing. The Seller shall donate the Property to the Buyer.

4. **Consideration.** The consideration for this contract is the obligations and agreements set forth herein, and the mutual benefits to be derived from the consummation of this transaction contemplated hereby.

5. **Contingencies.** This Agreement is contingent upon the following:

- (a) Buyer’s receipt of funds from the Duxbury Land Trust totaling not less than \$10,000.00. The Duxbury Land Trust, in partnership with Buyer, applied for and received such funding commitment from the Vermont Housing and Conservation Board.
- (b) Seller’s receipt of funds from the Duxbury Land Trust, totaling not less than \$1,000.00, which shall be used to cover Seller’s legal and closing costs related to the sale of the Property to the Buyer. The Duxbury Land Trust, in partnership with Buyer, applied for and received such funding commitment from the Vermont Housing and Conservation Board.
- (c) The ability of the Seller to deliver good, clear record and marketable title, acceptable to Buyer, in Buyer’s sole opinion, free of all liens or other encumbrances (including discharge or release of outstanding mortgages, liens and leases), and the ability of Buyer to secure a title insurance policy for the Property at Buyer's sole expense.
- (d) Approval of this transaction by the Governor of the State of Vermont.
- (e) The agreement of all mortgage holders, if any, and other lien holders to discharge or release any existing mortgages and liens on the Property through the execution of releases or discharges. Seller agrees to deliver to Buyer written confirmation from each mortgage holder and lienholder, if any, that each will execute a release or discharge, acceptable to Buyer.

- (f) Seller shall pay all real estate taxes that are due and payable as of the closing date (defined below), as well as the property taxes due for the remainder of the tax year in which the closing takes place, on or before closing. This obligation shall survive closing on the sale of the Property.
- (g) Seller delivering to Buyer the documents necessary to evidence: (1) its legal existence; and (2) its authority to do business in Vermont, if necessary, and its authority to enter into the transactions contemplated herein; and (3) the authority of the person signing closing documents on behalf of the Seller.
- (h) Approval by the Joint Fiscal Committee and the Secretary of Administration for the Buyer to accept the Property as a donation.

If the above contingencies are not fulfilled by April 15, 2024, or such other date as is expressly provided above, the Seller or Buyer may (i) terminate this Agreement, or (ii) extend in writing the time for fulfillment of the contingencies. Seller agrees to use reasonable efforts to deliver good, clear, record and marketable title acceptable to Buyer as set forth in Paragraph 5(d), above. In the event Seller is unable to give good, clear, record and marketable title acceptable to Buyer, then Buyer may elect to terminate this Agreement. Buyer shall have the right to elect to accept such title as Seller can deliver and to (i) pay the purchase price without reduction, or (ii) renegotiate the purchase price in consideration of the condition of title. If Seller does not use reasonable efforts to deliver title as set forth in this Paragraph, then Seller shall be in default under this Agreement and the provisions of Paragraph 12 shall apply.

6. **Closing.** Closing shall occur on or before May 1, 2024.

7. **Existing Conditions.** Seller shall not harvest timber, or otherwise alter the physical condition of the Property prior to closing. In the event the timber resources or the physical condition of the Property is physically altered, by acts of God or otherwise, Buyer may in its discretion elect to: (a) terminate this Agreement; (b) proceed with closing; or (c) renegotiate the purchase price in consideration of the loss of value. Seller shall provide written notice to Buyer prior to closing and within 10 days of discovery of any loss.

8. **Risk of Loss.** During the period between the date of this Agreement and the conveyance of the Property, the risk of loss shall be on the Seller.

9. **Hazardous Waste.** Seller warrants and represents to Buyer that Seller is not aware of any hazardous waste (for example: oil drums, abandoned underground storage tanks, batteries, fuel leaks, improperly stored or spilled non-household chemicals) existing in, on, under or upon the Property. The Seller agrees that the Buyer may, at Buyer's expense, perform any and all tests and/or inspections necessary to confirm this warranty and representation. In the event that the Buyer discovers that hazardous waste exists in, on, under or upon the Property, Buyer may at Buyer's option, terminate this Agreement. The warranties and representations made in this clause shall survive the closing of the sale of the Property.

10. **Costs.** The Seller shall pay any Land Gains Tax applicable to the transfer. The Buyer shall pay any Property Transfer Tax. The Seller and the Buyer acknowledge that typically neither of the above-referenced taxes are paid due to applicable exemptions. Seller shall pay all

property taxes that are due and payable as of the closing date, as well as all property taxes due for the remainder of the tax year in which the closing occurs. Buyer shall pay all costs incidental to the search of title, but not costs associated with clearing title of any and all defects and encumbrances, and recording of closing documents. Seller shall pay all costs incidental to clearing title of any and all defects and encumbrances. If Seller is not a Vermont resident, then Seller shall be subject to income tax withholding requirements pursuant to Vermont law, and if Seller is a foreign person as defined in the Internal Revenue Code, then Seller shall be subject to income tax withholding requirements pursuant to federal law.

11. **Publicity.** Buyer and Seller agree that informing the public about the purchase of conservation land increases public understanding of conservation and engenders support for forestland preservation. Therefore, while Buyer will consult with Seller concerning the timing, nature and content of publicity, Seller understands that Buyer will publicize conservation of the Property after the sale is completed and Seller agrees to cooperate in reasonable publicity initiated by Buyer. This Paragraph shall survive the closing on the sale of the Property.

12. **Default.** If Buyer fails to complete the purchase as provided herein, or is otherwise in default under this Agreement, Seller may terminate this Agreement. If Seller fails to complete the sale as provided in this Agreement or is otherwise in default under this Agreement, Buyer may terminate this Agreement. Nothing in this provision shall limit the parties' remedies available at law or in equity.

13. **Non-Foreign Affidavit.** Seller warrants and represents that (i) Seller is not a foreign person as defined by Section 1445 of the Internal Revenue Code of 1986, as amended; (ii) Seller is either a United States citizen or a corporation or has a duly issued and valid U.S. permanent resident Visa; (iii) Seller's federal tax identification number will be as set forth on the Vermont Property Transfer Tax Return to be executed at the closing; and (iv) Seller is a Vermont resident as defined by the State of Vermont and, therefore, not subject to non-resident income tax withholding requirements under Vermont law.

14. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Vermont.

15. **Captions.** The Section headings in this Contract are used in this Contract only for convenience and shall not be used to limit or affect any provisions of this Contract.

16. **Notices.** All notices shall be in writing and addressed, as applicable, to the addresses set forth below. Any written notice permitted or required hereunder shall be deemed received on the day on which it was personally delivered or transmitted by confirmed facsimile or other electronic transmission, or on the day following it being sent by a nationally recognized courier service, or on receipt following it being mailed at a U.S. post office by certified mailed, return receipt requested.

<p>BUYER: Vermont Agency of Natural Resources, Department of Forests, Parks and Recreation 1 National Life Drive, Davis 2 Montpelier, VT 05620-3801 Attn: Gannon Osborn</p>	<p>SELLER: Green Mountain Club 4711 Waterbury-Stowe Road Waterbury Center, VT 05677 Attn: Mollie Klepack Flanigan Tel: 802-244-7037</p>
--	--

Tel: 802-622-4410

Email: Gannon.osborn@vermont.gov

Email: mflanigan@greenmountainclub.org

17. **Assignment.** Neither party may assign this contract without the express written consent of the other party, which may be withheld at such party's sole discretion.

18. **Amendment.** This Contract constitutes the entire agreement between Seller and Buyer. No amendment or modification shall be effective unless it is in writing and signed by both parties.

19. **Binding Effect.** This Agreement contains the entire understanding between Seller and Buyer. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Either party may record a memorandum of the existence of this Agreement in the Duxbury Land Records, but this agreement shall not be recorded.

SELLER:
THE GREEN MOUNTAIN CLUB, INC.

DocuSigned by:
Mike DeBonis
CC0146360EF7450...

By: _____
Its Duly Authorized Agent

Date: _____

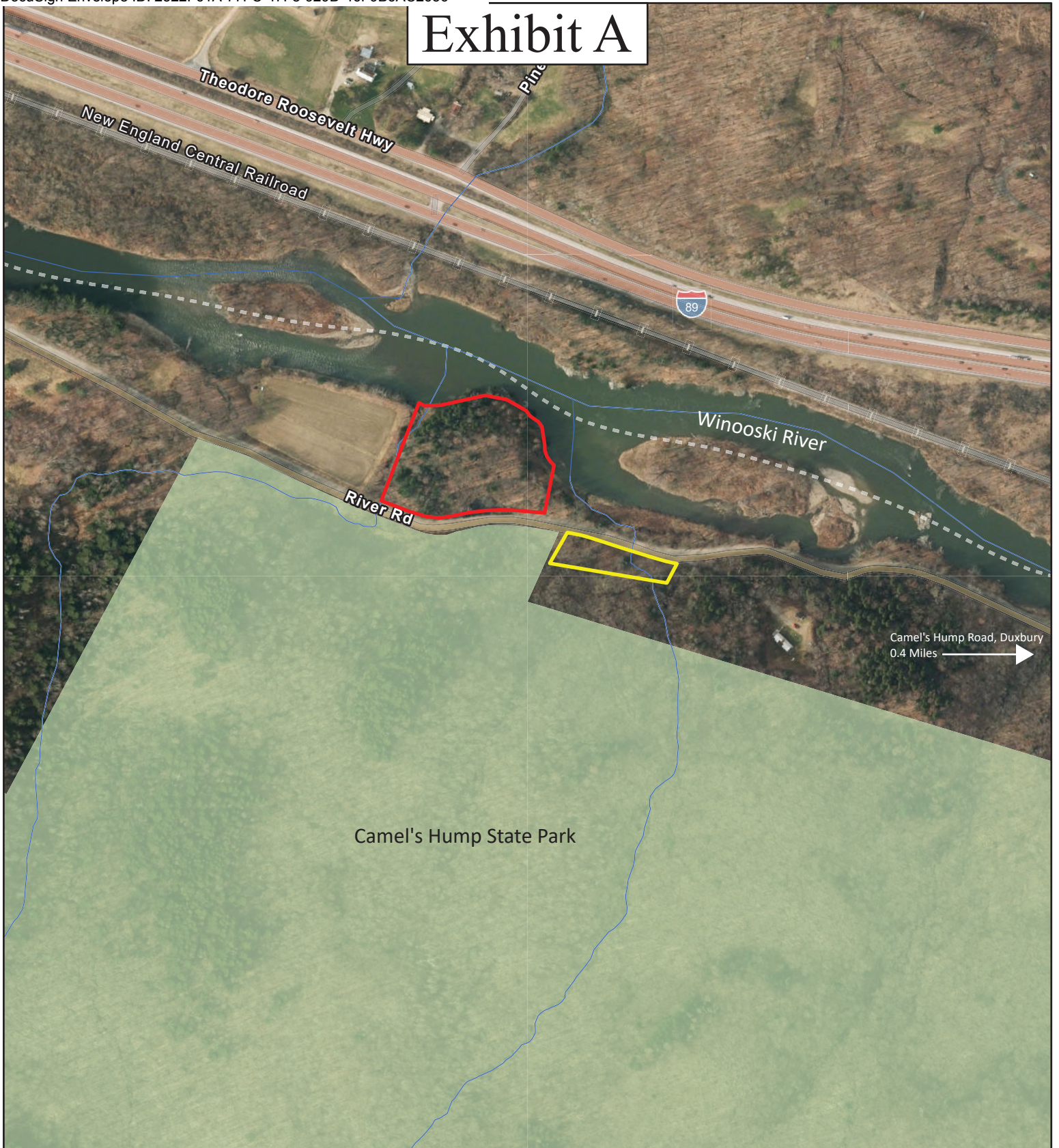
BUYER:
STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF FORESTS, PARKS AND RECREATION

DocuSigned by:
Danielle Fitzko
5BE1AA84753549F...

By: _____
Its Duly Authorized Agent

2/4/2024
Date: _____

Exhibit A



Property Map
GMC Transfers: Rost and Thetford, Duxbury

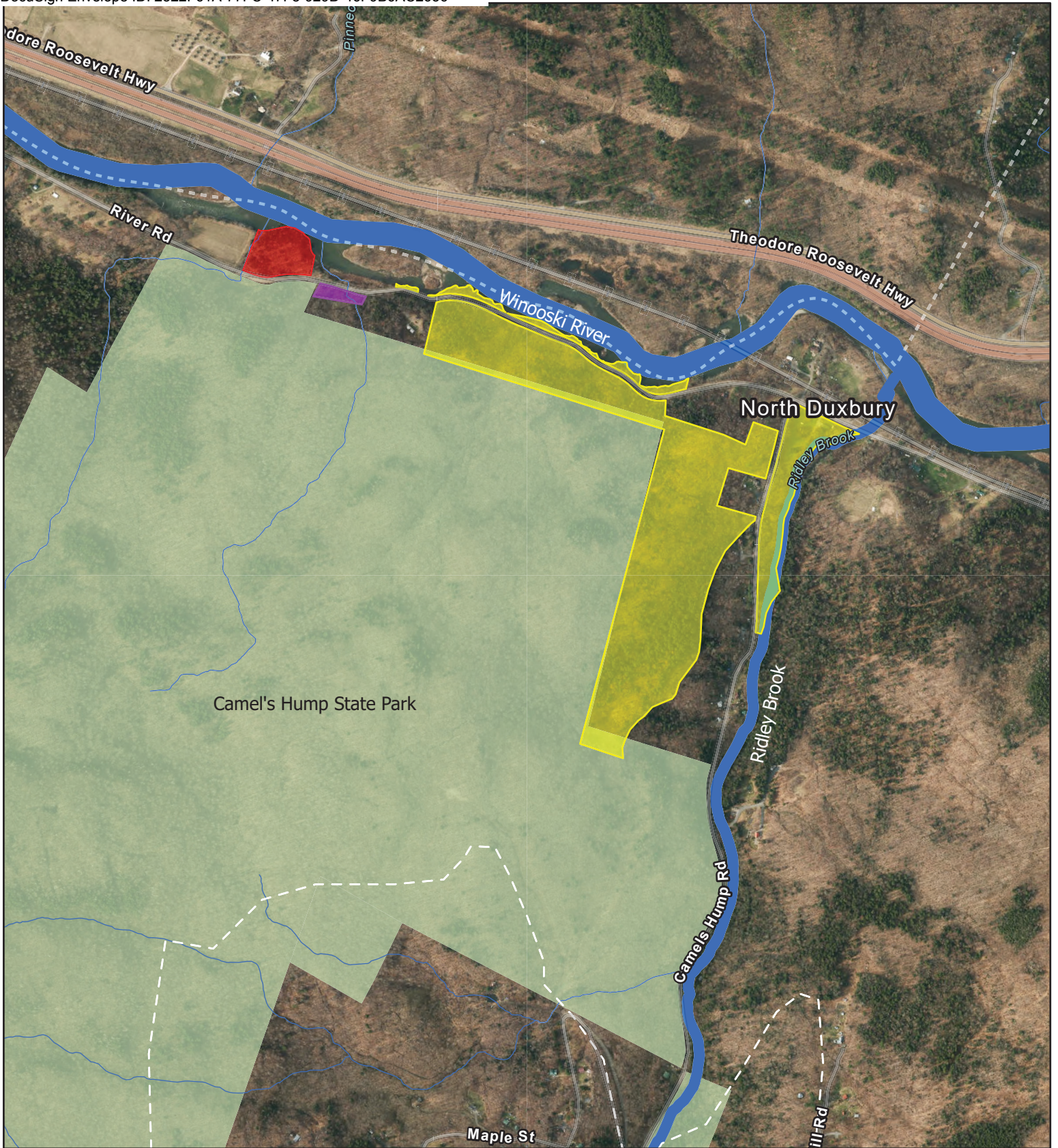
Cartographer: Gunnar Nurme
 2/2/2024

Scale: 1:5,000

0 0.03 0.05 0.1 Miles

This map is for illustrative purposes only. No warranty as to the usefulness or accuracy of the data is expressed or implied.

- Rost Property
- Thetford Property
- Camel's Hump State Park
- Rivers and Streams



Hanley, Rost and Thetford Parcels Acquisition Overview

Cartographer: Gunnar Nurme
12/27/2023



Scale: 1:12,000

0 0.05 0.1 0.2 Miles



This map is for illustrative purposes only. No warranty as to the usefulness or accuracy of the data is expressed or implied.



- Hanley
- Thetford
- Rost
- Camel's Hump State Park
- Rivers and Streams
- VAST Trail

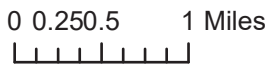


Hanley, Rost and Thetford Parcels Proximity Map

Cartographer: Gunnar Nurme
2/14/2024



Scale: 1:70,000



This map is for illustrative purposes only. No warranty as to the usefulness or accuracy of the data is expressed or implied.



- Hanley, Rost and Thetford Parcels
- Protected Land

November 22, 2021

Alan Quackenbush, President *Alan*
Duxbury Land Trust
PO Box 56
Waterbury, VT 05676

Re: Acquisition of Hanley Property in Duxbury, VT

Dear Alan:

The Duxbury Select Board is pleased to offer its support of the Duxbury Land Trust's acquisition of 66 acres along River Road, currently owned by James Hanley as conserved land. We also support the later acquisition of this land from DLT by the Forest Parks and Recreation Division of the Agency of Natural Resources for addition to Camel's Hump State Park.

We support the Duxbury Land Trust's acquisition of this parcel because conserving this land will help protect and prevent fragmentation of the significant forest block around Camel's Hump. With frontage on the Winooski River and Ridley Brook, the land also protects water quality and facilitates wildlife movement. DLT's acquisition of the land will also ensure public access to the forestland and the waters for dispersed recreation such as hunting and fishing.

The Duxbury Town Plan (2020) speaks to the importance of "protect(ing) natural resources, including forest blocks and wildlife corridors," and of "providing access to open space for recreation." Further, it identifies the need to "increase permanent conservation of ecologically sensitive areas" and points to acquisition by FPR as a potential approach to protect such conservation values. Because of this, and those conservation values listed above, the Duxbury Select Board offers its support for DLT's and the State's acquisition.

Sincerely,

Mari Pratt *JB*
Mike Marotto *[Signature]*

The Duxbury Select Board

Mari Pratt, Jerry McMahan, Dan Schillhammer, Mike Marotto, Brian Robinson

Duxbury Selectboard Meeting Minutes

February 14, 2021

Note: The complete audio recording of this meeting may be found at www.duxburyvermont.org

Selectboard members present	Mari Pratt, Brian Robinson, Jerry McMahan (remote), Craig Gibbs
minutes prepared by:	Brian Robinson
call to order	The meeting was called to order at 6:00 PM by Mari.
introduction of selectboard members	Selectboard members introduced themselves and attendees were reminded to sign in using the sign-in sheet.
Attendance (note remote meeting, not all attendees may have been captured)	Jill Smith, Myra Perry, Stephanie Magnan, Jon Ruggiero, Lars Dickson

CHANGES TO THE AGENDA

Discussion	Add "Approve Minutes" for January 27 th .	
Action items	Person responsible	Deadline
none		

CITIZENS AND VISITORS TO ADDRESS THE BOARD

Discussion	<p>Lars, Questions on the website. After 10 years of managing the website Lars is no longer interested in managing the website. Lars supports Jon Ruggiero as a replacement for managing the website.</p> <p>Selectboard thanks Lars for all his support. Jon is very interested in supporting the town's website.</p>	
Action items	Person responsible	Deadline
Add Website support appointment to next meeting	Brian	Next meeting

APPROVAL OF MINUTES

Agenda	1-24-22
Discussion	Jerry motions to accept, Mari 2 nd , AIF

Action items	Person responsible	Deadline
none		
Agenda	1-27-22	
Discussion	Mari moves to accept, Jerry 2 nd , AIF except Brian Abstain	
Action items	Person responsible	Deadline
none		
Agenda	2-3-22	
Discussion	Mari Moves to approve with date correction, AIF except Craig Abstains	
Action items	Person responsible	Deadline
Revise and repost minutes	Brian	ASAP

REVIEW OF SELECTBOARD MAIL

Discussion	Notice from T-mobile on new equipment installation on their tower.	
Action items	Person responsible	Deadline
none		

REPORT: SELECTBOARD ASSISTANT

Discussion	<p>Stephanie provided an update</p> <p>Salt Shed: Notification on 2/7 that NEPA re-evaluation completed and passed, and on 2/11 final plan comments received. There are several minor items that require board consideration. A list will be heading our way. Following that we should be ready to submit for bid.</p> <p>Camels Hump Scoping Study: Received scope and fees document from Mike along with invoices and currently comparing the invoices against the scope for comparison. Several questions:</p> <p>Have we met with D&K and has there been an outreach plan? Besides the initial timeline, don't believe there has been anything else.</p> <p>Question on the invoices. Maureen can provide a detailed report, so far it has been about ~\$20K in this fiscal year.</p> <p>Stephanie to follow-up with Mike and D&K to confirm the status of the project.</p> <p>Other Opportunities:</p>
------------	---

	Look into structures grants for Mill Rd and Bridge 37. Usually due in April	
Action items	Person responsible	Deadline
Engage Seam Solutions on additional projects	Mike	Next meeting

REPORT: HIGHWAY FOREMAN

Discussion	<p>Question on the insurance claim. The plow clipped the garage when pulling in. Need to decide if it is worth a claim. There was damage to the door and the building.</p> <p>The door was made operational, and a temp repair was made on the building. Brian is seeking additional support to repair balance.</p> <p>Maureen to send Mari the VLTC contact.</p>	
Action items	Person responsible	Deadline
Follow-up with insurance adjuster	Mari	Next Meeting

REPORT: TOWN TREASURER

Discussion	Grant-in-Aid payment came in.	
Action items	Person responsible	Deadline
None		

NEW BUSINESS

Agenda Topic	Treasury SLT Portal Access	
Discussion	<p>Discussion on the portal and who should access.</p> <p>Discussion on using ARPA funds for a new large monitor. Maureen has an older desktop that we can set up in meeting space and leave the OWL plugged in.</p>	
Action items	Person responsible	Deadline
Log into the portal and get access	Jerry	ASAP

OLD BUSINESS

Agenda Topic	PC – Moretown/Waterbury Wastewater System Expansion		
Discussion	Delayed, no one to present.		
Action items	Person responsible	Deadline	
Agenda Topic	Green Mountain Club/Vermont FPR Endorsement Letter		
Discussion	Brian read the letter		
	Mari moves to endorse the GMC/VFPR letter of support. Brian 2 nd , AIF		
Action items	Person responsible	Deadline	
Sign and return Letter to VTFPR	Brian	ASAP	

Adjournment	Mari motions to adjourn, Brian 2 nd , AIF 6:54pm
-------------	---