

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

KNOW ALL PERSONS BY THESE PRESENTS that **GREEN COMMONS OF VERMONT, INC.**, a Vermont non-profit corporation with its principal place of business located in the Town of Putney, Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to 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 HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont ("VHCB"), and its respective successors and assigns (the "Grantee"), the perpetual conservation easement restrictions (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Putney, County of Windham, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The perpetual conservation easement restrictions conveyed to Grantee 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 perpetual conservation easement restriction shall constitute a servitude upon and shall run with the land.

I. Purposes of this Grant and Management Plan

A. Statement of Purposes

1. Grantor and Grantee acknowledge that the Purposes of this Grant are as follows:

- a. To ensure the availability of the Protected Property for public use and enjoyment, including, but not limited to, educational, recreational, agricultural, cultural and other appropriate community activities;
- b. To ensure that the Protected Property will be owned in perpetuity by the State of Vermont, a municipality, or other qualified organization, as defined in Chapter 34 or Chapter 155, Title 10 V.S.A.; or such other entity approved by the Grantee; and,
- c. To require that management of the Protected Property be guided by a public management planning process.

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. The Management Plans must address public and community access and uses of the project area, including equitable and affordable access to the Protected Property and potential community garden plots and how the management of the Protected Property will facilitate a connection with the Alice Holway affordable housing project.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall, in consultation with Grantee: (a) secure appropriate public input from the Town of Putney and the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantee with a draft of each such Management Plan for their review and approval prior to adoption as well as a copy of each final adopted Management Plan. Grantee's approval of the Management Plans shall not be unreasonably withheld or conditioned if the Management Plan is consistent with the Purposes of this Grant.

II. Restricted Uses of the Protected Property

1. The Protected Property shall be used for activities specifically provided for in the Management Plan. No buildings, structures or appurtenant facility or improvements shall be constructed, created, erected or moved onto the Protected Property, except as permitted in both Section III below and the Management Plan.

2. No rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantee, except as otherwise specifically permitted under this Grant. Grantee may grant such permission (with or without conditions) if in its reasonable discretion it determines that any such improvement is consistent with the Purposes of this Grant. Grantor shall not convey use restrictions or other easements on, over, under, or across the Protected Property without the prior written permission of the Grantee.

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). Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee, with the prior written permission of Grantor.

4. The placement, collection or storage of trash, human, hazardous or toxic waste, or any other unsightly, harmful or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee and shall be consistent with the Grant and the Management Plans. The temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

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

6. Grantor shall not give, grant, sell, convey, subdivide, partition, convey in separate parcels, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantee which approval may be granted, denied or conditioned - including the condition that the Protected Property be sold for only nominal consideration - in the Grantee's sole discretion.

7. There shall be no operation of motor vehicles on the Protected Property except for uses specifically reserved in the Management Plan. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by 42 U.S.C. §35.137.

8. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is not or is not likely to be consistent with the Purposes of this Grant. Grantor and Grantee acknowledges that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property

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

1. The right to conduct all activities allowed by the Management Plan, provided, however, that no new buildings, structures or appurtenant facilities or improvements shall be constructed, created, erected or moved onto the Protected Property, except as specifically provided in this Section III, without Grantee's approval which may not be unreasonably withheld or conditioned if the said buildings, structures, appurtenant facilities and improvements are consistent with the Purposes of this Grant.

2. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails and recreation paths, provided that the location, use and construction of such new trails and recreation paths are consistent with the Purposes of this Grant and the Management Plan.

3. The right to right to erect tents and other temporary structures for community and public entertainment events and competitions on the Protected Property, including concerts, fairs, farmers markets, and celebrations, and event sponsorship signage and banners, provided that such events are consistent with the Purposes of this Grant and the Management Plan.

4. The right to maintain, repair, renovate, replace, enlarge, rebuild and use: (a) the existing community garden infrastructure for uses relating to the community garden, and (b) the right to construct, maintain, repair, renovate, replace, enlarge, rebuild and use new infrastructure normally associated with a community garden for community garden uses provided that any such uses are consistent with the Management Plan.

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 dispersed recreational and educational purposes (including, but not limited to, birdwatching, 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 and the Management Plan, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

V. Enforcement of the Restrictions.

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. In the event that Grantee become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance by hand or by certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance but which has caused Grantee to incur reasonable, additional costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall at Grantee's request and upon Grantor's receipt of proper documentation evidencing such costs, reimburse Grantee all such reasonable, additional costs incurred in investigating the non-compliance and in securing its correction. Said reimbursement obligation shall be premised on Grantee showing that Grantor, or persons acting on its behalf, at its direction or with its permission, is the cause of such event or circumstance of non-compliance.

Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantee to corrective action on the Protected Property, if necessary. If the court determines that Grantor has failed to comply with this Grant in bad faith or without reasonable cause, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including, but not limited to, injunctive relief and ex parte relief, as the Court deems just.

The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings. No delay or omission by Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance occurred after said prior owner's ownership or control of the Protected Property has terminated.

VI. Miscellaneous Provisions.

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an activity or act, and where Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

2. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Putney and the State of Vermont.

3. Grantee shall transfer the development rights, public access easement, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In the event the development rights or conservation restrictions conveyed to Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal obtained at the direction of either Grantor or Grantee in the year of extinguishment. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific, and natural resources of the state through non-regulatory means.

5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6. The term "Grantor" shall include the successors and assigns of the original Grantor, Green Commons of Vermont, Inc. The term "Grantee" shall include the respective successors and assigns of the original Grantee, 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.

8. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

9. During the term of Grantor's ownership, Grantor shall hold harmless, indemnify and defend Grantee against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected to, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of said Grantor as owner or operator of the premises, or those of said Grantor's agents. During the term of Grantor's ownership, Grantor shall also maintain adequate liability insurance covering the Protected Property and the uses thereof and shall name Grantee as an additional insured thereunder.

10. Grantor and Grantee recognize that rare and unexpected circumstances could arise that justify amendment of certain of the terms, covenants or restrictions contained in this Grant. To this end, this Grant may be amended only by mutual agreement of Grantor and Grantee; provided that Grantee determines in its sole discretion that such amendment furthers or does not materially detract from the Purposes of this Grant. Amendments shall be in writing, signed by both Grantor and Grantee, and shall be recorded in the Town of Putney Land Records. Notwithstanding the foregoing, Grantor and Grantee have no right or power to agree to any amendment that would limit the term of the Grant, or adversely affect the qualification of this Grant or the status of Grantee under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 170(h) and 501(c)(3) of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

11. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

12. It is further agreed that the Protected Property is accurately depicted and described in the Baseline Documentation Report ("BDR") signed by the original Grantor on or about the date of this Grant and held by Grantee. Grantee may use the BDR in enforcing this Grant.

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

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and public access easement, with all the privileges and appurtenances thereof, to the said Grantee, the **VERMONT HOUSING AND CONSERVATION BOARD**, its respective successors and assigns, to its own use and behoof forever, and the said Grantor, **GREEN COMMONS OF VERMONT, INC.**, on behalf of itself and its successors and assigns, does covenant with the said Grantee, 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.

I, Thomas Deshaies, duly authorized agent of the **GREEN COMMONS OF VERMONT, INC.**, have executed this Grant on this 14th day of May 2025.

GRANTOR:

By: [Signature]
Its Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF WINDHAM, SS.**

At Brattleboro, Vermont, on this 14th day of May, 2025, personally appeared Thomas Deshaies, duly authorized agent of the **GREEN COMMONS OF VERMONT, INC.**, and he/she/they acknowledged this instrument, by his/her/their sealed and subscribed, to be his/her/their free act and deed, and the free act and deed of the **GREEN COMMONS OF VERMONT, INC.**



Before me, [Signature]
Print Name: Margaret Shugart
Notary Public, State of Vermont
Commission No. 157.0012218
My Commission Expires: 01/31/2027

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

April 16, 2025
Date
By: [Signature]
Its Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF WASHINGTON, SS.**

At Montpelier, Vermont, on this 16th day of April, 2025, personally appeared Elizabeth M. Egan, duly authorized agent of the Vermont Housing and Conservation Board, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, and the free act and deed of the Vermont Housing and Conservation Board, before me.

Before me, [Signature]
Print Name – Ginger Nichols
Notary Public, State of Vermont
Credential #157.0014001
My Commission Expires: January 31, 2027

**SCHEDULE A
PROTECTED PROPERTY**

Being all and the same lands and premises conveyed to Vermont Housing and Conservation Board from Green Commons of Vermont, Inc. by Grant of Development Rights, Conservation Restrictions and Public Access Easement dated ____, 2025 and recorded in Book ____, Page ____ of the Putney Land Records; which grant is over the protected property described as follows:

Being all and the same land and premises from Windham & Windsor Housing Trust, Inc. to Green Commons of Vermont, Inc. dated as of even date hereof and to be recorded in the Putney land records, and as further described as follows:

Being a portion of the land and premises conveyed to Windham & Windsor Housing Trust, Inc. by Warranty Deed of Putney Gateway Associates dated September 18, 2023 and recorded in Volume 132 at Page 749 of the Town of Putney Land Records, and being more particularly described as follows:

Being Lot B and containing 1.03 +/- acres as shown on the the plan entitled "Plan showing lot line adjustment of property of Putney Gateway Associates, prepared for Windham-Windsor Housing Trust" prepared by DiBernardo Associates, LLC, dated October 18, 2021 and recorded August 22, 2023 in Map Book D3 at File No. F10 of the Putney Land Records.

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.

BASELINE DOCUMENTATION REPORT



GREEN COMMONS OF VERMONT, INCORPORATED PROPERTY Putney, Vermont

VHCB Number: 2024-077-001

Prepared by:
Vermont Land Trust
8 Bailey Ave
Montpelier, VT 05602
(802) 223-5234



This Report Contains the Following Information:

- Introduction and description of the current uses of the property
- Summary of Grantor and Grantee rights
- References
- Signature pages
- Conserved property location map
- USGS topographic map
- Orthophoto map
- Soils map
- Photopoint map
- Photographic documentation

GREEN COMMONS OF VERMONT, INCORPORATED PROPERTY Putney, Vermont

Introduction

The purpose of this report is to describe the physical features and current land uses of the **Green Commons of Vermont, Incorporated Property** commonly referred to as “Putney Common,” on which the development rights, a perpetual conservation easement and restrictions, and a public access easement (“the Grant”) are being conveyed to the Vermont Housing and Conservation Board (VHCB). The Grant conveying these rights will be recorded in the Putney Land Records.

This report is based, in part, on documentation visits by Jennifer Garrett (Project Director) for the Vermont Land Trust on April 1 and August 31, 2022, and March 19 and April 8, 2025. Jennifer assembled the report and digital photographs; maps were prepared by Jennifer and VHCB GIS staff.

Purposes of the Grant

The primary purposes of the Grant are to ensure that it remains available for public use and enjoyment, including for educational, recreational, agricultural, cultural, and other appropriate community activities; to ensure that it will be owned by a qualified entity; and to ensure its management is guided by a public process.

Description and Current Use of the Property

Green Commons of Vermont, Incorporated (GCVT) is conserving ± 1.03 acres of green space known as Putney Common, located in Putney village. GCVT is a 501(c)(3) nonprofit organization made up of community gardeners, farmers, and Putney Farmers’ Market vendors. It formed in 2020 when it began collaborating with Windham & Windham Housing Trust (WWHT) to integrate housing and green space on a privately-owned 3.96-acre parcel that WWHT was planning to buy. Putney Community Garden and Putney Farmers’ Market had operated on about an acre of the land for over a decade and GCVT wanted to secure the site for the continuation of these uses. In 2023, WWHT purchased the land, and it intends to build a 25-unit mixed-income housing development on 0.91 acres this year. WWHT is now selling the 1.03 acres (“Putney Common”) that hosts the garden and market space to GCVT. This outcome advances three of Putney’s aspirations for the village cited in the 2023 Putney Town Plan—housing, green space, and continued operation of the farmers’ market. Conservation of Putney Common will create the village’s only public green space, secure the viability of the community garden and farmers’ market, and ensure the land is available for important community uses in perpetuity. Further, Putney Common will be owned and managed by the people who have developed and supported this important community resource over many years.

This project has been funded by Vermont Housing and Conservation Board, Windham Foundation, and numerous generous private donors. Vermont Land Trust worked collaboratively with GCVT throughout the project to provide technical support in fundraising and conservation.

Property Overview

Putney Common consists of one parcel of undeveloped land in Putney Village, bounded by Alice Holway Drive, Carol Brown Way, and Main Street/VT Route 5. It is centrally located near the Putney Food Coop, a senior housing complex, the public library, and the town office. The Putney Community Garden has over 70 garden plots on about half the land, with some dedicated to supplying the Putney Food Shelf. The Putney Farmers' Market hosts 25 to 30 local vendors and operates seasonally in temporary booths and tents on Sundays along Carol Brown Way. The remaining land has lawn and is set up with picnic tables and shade awnings seasonally. The green space is frequently used by community members and visitors to the Putney Food Coop as a place to relax and picnic. GCVT envisions adding more seating and a parklet to make the property a welcoming outdoor space year-round. The property will be open for public and community uses in perpetuity and will provide the future tenants of the adjacent housing complex an outdoor space to enjoy and grow their own food.

Dibernardo Associates surveyed Putney Common on October 16, 2021 and March 7, 2025. Three corners and the western boundary are marked with flush iron rods, and the northeastern corner is marked with a 5" iron rod. Putney Common includes a temporary and permanent construction easement to benefit the housing lot along a 20-foot strip at the southern boundary. This will enable adequate space for the housing to be built and maintained.

Management Plans

GCVT is required to develop a comprehensive management plan, including updates, revisions, and amendments. The management plan will present a plan for the use and management of the property that is consistent with the Grant's purposes, and that will balance protection of the property's resource attributes and human uses. GCVT shall solicit public input from the town of Putney and the general public. The management plan should be developed in a timely and responsive manner, and VHCB shall be provided with a copy of each management plan and a copy of each final adopted management plan.

GCVT has completed a 2025 management plan that identifies their management goals and objectives for Putney Common in the coming years. These goals include enhancing access and recreational opportunities, supporting the continued growth and success of the community garden and farmers' market, infrastructure improvements, and community outreach, education, and engagement.

For more information on requirements for the management plans, refer to Section I B of the Grant.

Inventory of Existing Structures

There are two small green houses (Photo #6), a shed (Photo #3), a Farmers' Market booth (Photo #2), a spigot (Photo #7), and utility structures (Photo #7) on the property.

Excluded Parcels

There are no excluded parcels.

Summary of Grantor¹ Rights and Restrictions

Conservation rights and restrictions allow the protected property to be used for community uses, including educational, recreational, agricultural, and cultural activities. For the specific restricted and permitted uses, refer to the Grant.

Summary of Grantee's² Rights

The Grantee's primary intent is to conserve and protect the land for public and community uses consistent with the purposes of the Grant. Grantee has the right to periodically monitor the property and enforce the conservation restrictions.

This is a summary of the Grantor and Grantee legal rights. For a complete description of these rights, refer to the Grant.

¹Grantor is the Green Commons of Vermont, its successors and assigns.

²Grantee is the Vermont Housing and Conservation Board, its successors and assigns.

References

- Putney Common Conservation Restrictions, Grant of Development Rights, Conservation Restrictions, and Public Access Easement, 2025
- VHCB Conservation Application, Green Commons of Vermont, Putney, Windham County, Vermont, submitted by Vermont Land Trust and Green Commons of Vermont, January 2024
- Plan Showing Lot Line Adjustment of Property of Putney Gateway Associates prepared for Windham-Windsor Housing Trust, Alice Holway Dr & Main St, Putney, Windham County, VT, by DiBernardo Associates, LLC, October 16, 2021
- Plan Showing ALTA/NSPS Land Title Survey of Property of Windham and Windsor Housing Trust, Inc. to be conveyed to Alice Holway Drive, LP (Lot A1 and A2) and to be conveyed to Green Commons of Vermont, Inc. (Lot B), Alice Holway Dr, Carol Brown Way & Main St (Route 5), Windham County, Putney, Vermont
- Appraisal Report of Green Commons, Lot B, A portion of the Real Property of the Windham & Windsor Housing Trust, Carol Brown Way, Alice Holway Drive, and US Route 5, Putney Vermont, prepared for Vermont Land Trust, March 28, 2024
- Management Plan for Green Commons of Vermont, Inc (Putney Common), by Green Commons of Vermont, April 2025
- 2023 Putney Town Plan, 2023-2031, Putney Planning Commission, December 2023

I, _____, duly authorized agent of GREEN COMMONS OF VERMONT, INC., have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but its use will not be limited to, monitoring the property depicted and described in this Report for compliance with the Grant of Development Rights, Conservation Restrictions, and Public Access Easement signed by me. I have read this Report and understand it. I agree that this Report, including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Grant. I affirm that there are no activities ongoing on the property that are inconsistent with the Grant.

GREEN COMMONS OF VERMONT

By: _____
Its Duly Authorized Agent

Date

STATE OF VERMONT
_____ COUNTY, ss

At _____, this _____ day of _____, 2025 I, _____, duly authorized agent of GREEN COMMONS OF VERMONT, personally appeared, 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 GREEN COMMONS OF VERMONT.

Before me, _____
Print Name:
Notary Public, State of Vermont
Commission No:
My Commission Expires: 01/31/2027

I, JENNIFER GARRETT, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but its use will not be limited to, monitoring the property depicted and described in this Report for compliance with the Grant of Development Rights, Conservation Restrictions, and Public Access Easement, about to be executed. I affirm that I visited this property personally and that this Report, including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Grant.

VERMONT LAND TRUST, INC.

By: _____
JENNIFER GARRETT

Date

STATE OF VERMONT
WINDHAM COUNTY, ss

At Brattleboro, this ___ day of _____, 2025, JENNIFER GARRETT, duly authorized agent of the VERMONT LAND TRUST, INC., personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the VERMONT LAND TRUST, INC.

Before me, _____
Print Name:
Notary Public, State of Vermont
Commission No:
My Commission Expires: 01/31/2027

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This project has been funded by Vermont Housing and Conservation Board, Windham Foundation, and numerous generous private donors. Vermont Land Trust worked collaboratively with GCVT throughout the project to provide technical support in fundraising and conservation.

Property Overview

Putney Common consists of one parcel of undeveloped land in Putney Village, bounded by Alice Holway Drive, Carol Brown Way, and Main Street/VT Route 5. It is centrally located near the Putney Food Coop, a senior housing complex, the public library, and the town office. The Putney Community Garden has over 70 garden plots on about half the land, with some dedicated to supplying the Putney Food Shelf. The Putney Farmers' Market hosts 25 to 30 local vendors and operates seasonally in temporary booths and tents on Sundays along Carol Brown Way. The remaining land has lawn and is set up with picnic tables and shade awnings seasonally. The green space is frequently used by community members and visitors to the Putney Food Coop as a place to relax and picnic. GCVT envisions adding more seating and a parklet to make the property a welcoming outdoor space year-round. The property will be open for public and community uses in perpetuity and will provide the future tenants of the adjacent housing complex an outdoor space to enjoy and grow their own food.

Dibernardo Associates surveyed Putney Common on October 16, 2021 and March 7, 2025. Three corners and the western boundary are marked with flush iron rods, and the northeastern corner is marked with a 5" iron rod. Putney Common includes a temporary and permanent construction easement to benefit the housing lot along a 20-foot strip at the southern boundary. This will enable adequate space for the housing to be built and maintained.

Management Plans

GCVT is required to develop a comprehensive management plan, including updates, revisions, and amendments. The management plan will present a plan for the use and management of the property that is consistent with the Grant's purposes, and that will balance protection of the property's resource attributes and human uses. GCVT shall solicit public input from the town of Putney and the general public. The management plan should be developed in a timely and responsive manner, and VHCB shall be provided with a copy of each management plan and a copy of each final adopted management plan.

GCVT has completed a 2025 management plan that identifies their management goals and objectives for Putney Common in the coming years. These goals include enhancing access and recreational opportunities, supporting the continued growth and success of the community garden and farmers' market, infrastructure improvements, and community outreach, education, and engagement.

For more information on requirements for the management plans, refer to Section I B of the Grant.

Inventory of Existing Structures

There are two small green houses (Photo #6), a shed (Photo #3), a Farmers' Market booth (Photo #2), a spigot (Photo #7), and utility structures (Photo #7) on the property.

Excluded Parcels

There are no excluded parcels.

Summary of Grantor¹ Rights and Restrictions

Conservation rights and restrictions allow the protected property to be used for community uses, including educational, recreational, agricultural, and cultural activities. For the specific restricted and permitted uses, refer to the Grant.

Summary of Grantee's² Rights

The Grantee's primary intent is to conserve and protect the land for public and community uses consistent with the purposes of the Grant. Grantee has the right to periodically monitor the property and enforce the conservation restrictions.

This is a summary of the Grantor and Grantee legal rights. For a complete description of these rights, refer to the Grant.

¹Grantor is the Green Commons of Vermont, its successors and assigns.

²Grantee is the Vermont Housing and Conservation Board, its successors and assigns.

References

- Putney Common Conservation Restrictions, Grant of Development Rights, Conservation Restrictions, and Public Access Easement, 2025
- VHCB Conservation Application, Green Commons of Vermont, Putney, Windham County, Vermont, submitted by Vermont Land Trust and Green Commons of Vermont, January 2024
- Plan Showing Lot Line Adjustment of Property of Putney Gateway Associates prepared for Windham-Windsor Housing Trust, Alice Holway Dr & Main St, Putney, Windham County, VT, by DiBernardo Associates, LLC, October 16, 2021
- Plan Showing ALTA/NSPS Land Title Survey of Property of Windham and Windsor Housing Trust, Inc. to be conveyed to Alice Holway Drive, LP (Lot A1 and A2) and to be conveyed to Green Commons of Vermont, Inc. (Lot B), Alice Holway Dr, Carol Brown Way & Main St (Route 5), Windham County, Putney, Vermont
- Appraisal Report of Green Commons, Lot B, A portion of the Real Property of the Windham & Windsor Housing Trust, Carol Brown Way, Alice Holway Drive, and US Route 5, Putney Vermont, prepared for Vermont Land Trust, March 28, 2024
- Management Plan for Green Commons of Vermont, Inc (Putney Common), by Green Commons of Vermont, April 2025
- 2023 Putney Town Plan, 2023-2031, Putney Planning Commission, December 2023

I, Thomas Deshaies, duly authorized agent of GREEN COMMONS OF VERMONT, INC., have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but its use will not be limited to, monitoring the property depicted and described in this Report for compliance with the Grant of Development Rights, Conservation Restrictions, and Public Access Easement signed by me. I have read this Report and understand it. I agree that this Report, including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Grant. I affirm that there are no activities ongoing on the property that are inconsistent with the Grant.

GREEN COMMONS OF VERMONT

By: [Signature]
Its Duly Authorized Agent

May 14, 2025
Date

STATE OF VERMONT
Windham COUNTY, ss

At Brattleboro, this 14th day of May 14th, 2025 I, Thomas Deshaies, duly authorized agent of GREEN COMMONS OF VERMONT, personally appeared, 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 GREEN COMMONS OF VERMONT.

Before me, [Signature]
Print Name: Margaret Shugart
Notary Public, State of Vermont
Commission No: 157.0012218
My Commission Expires: 01/31/2027



I, JENNIFER GARRETT, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but its use will not be limited to, monitoring the property depicted and described in this Report for compliance with the Grant of Development Rights, Conservation Restrictions, and Public Access Easement, about to be executed. I affirm that I visited this property personally and that this Report, including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Grant.

VERMONT LAND TRUST, INC.

By: Jennifer Garrett
JENNIFER GARRETT

5/8/2025
Date

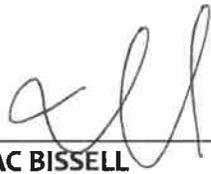
STATE OF VERMONT
WINDHAM COUNTY, ss

At Brattleboro, this 8th day of May, 2025, JENNIFER GARRETT, duly authorized agent of the VERMONT LAND TRUST, INC., personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the VERMONT LAND TRUST, INC.

Before me, [Signature]
Print Name: Pieter H. van Loon
Notary Public, State of Vermont
Commission No: ~~157.000570~~ 157.0005770
My Commission Expires: 01/31/2027

I, **ISAAC BISSELL**, have signed this Baseline Documentation Report with the understanding and agreement that this Report will be used for, but its use will not be limited to, monitoring the property depicted and described in this Report for compliance with the Grant of Development Rights, Conservation Restrictions, and Public Access Easement, about to be executed. I affirm that I visited this property personally and that this Report, including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on the property conserved by the Grant.

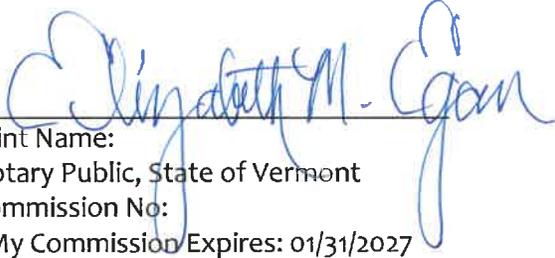
VERMONT HOUSING AND CONSERVATION BOARD

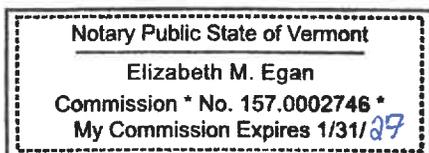
By: 
ISAAC BISSELL

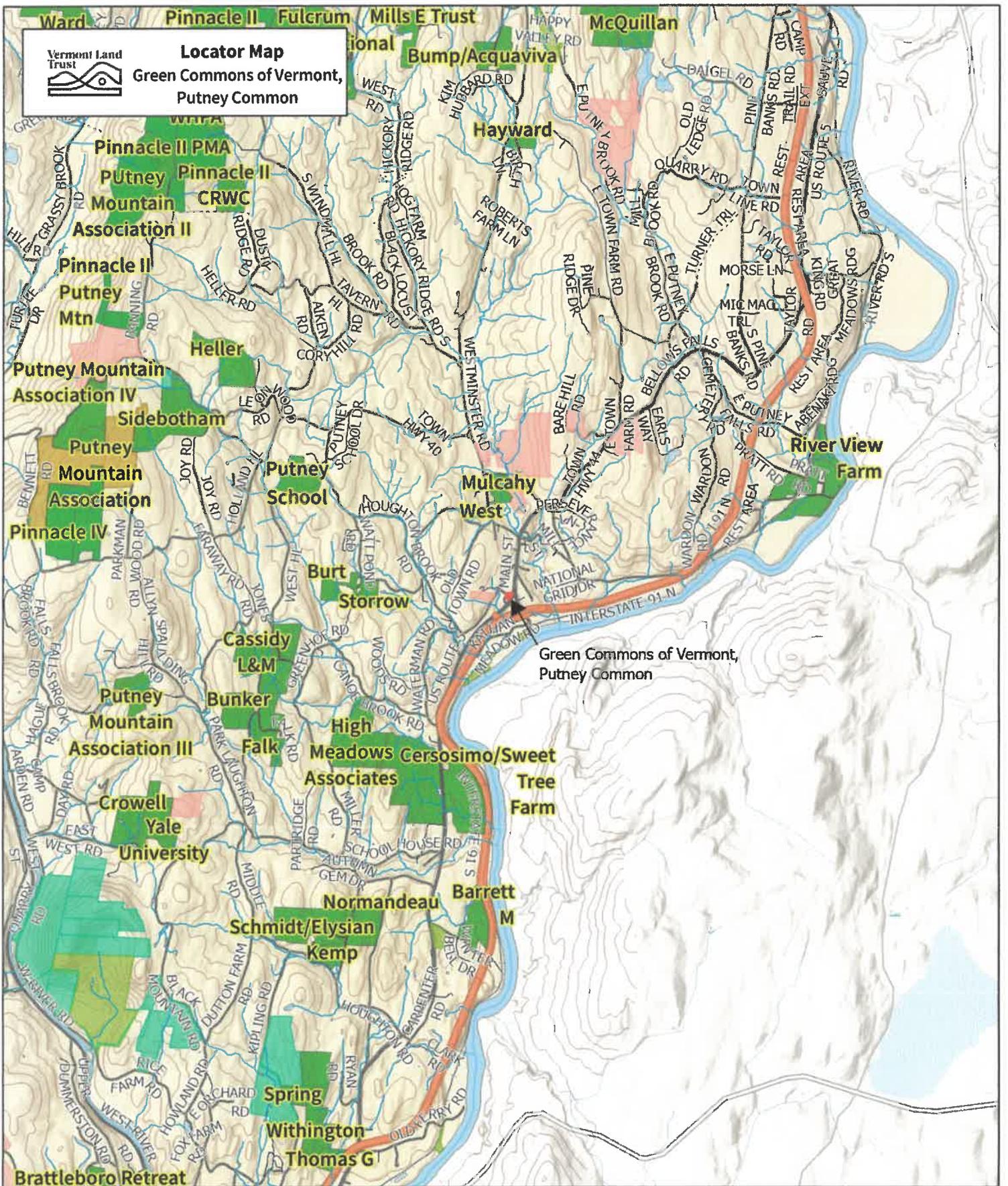
5/1/25
Date

STATE OF VERMONT
WASHINGTON COUNTY, ss

At Montpelier, this 1st day of May, 2025, **ISAAC BISSELL**, duly authorized agent of the **VERMONT HOUSING AND CONSERVATION BOARD**, personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the **VERMONT HOUSING AND CONSERVATION BOARD**.

Before me, 
Print Name:
Notary Public, State of Vermont
Commission No:
My Commission Expires: 01/31/2027





Locator Map
Green Commons of Vermont,
Putney Common

- Protected Property
- VLT Conserved Lands
- Municipal
- Federal
- State
- Other Non-Profit

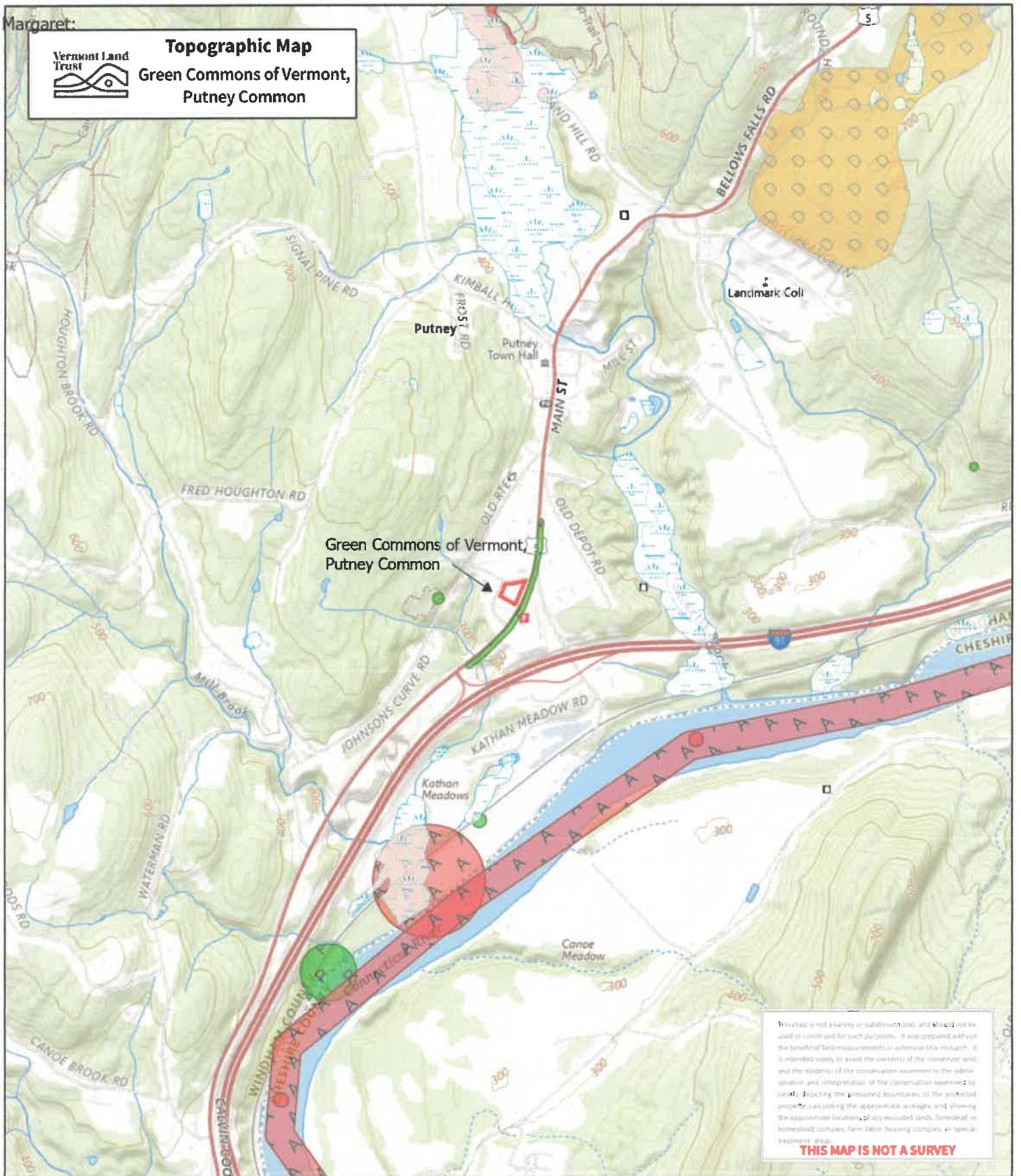


Scale: 1:100,000

Margaret:



Topographic Map Green Commons of Vermont, Putney Common



This map is not a survey or subdivision plan, and should not be used in connection for such purposes. It was prepared without the benefit of field measurements or aerial photo research. It is intended solely to assist the owner(s) of the common land and the readers of the conservation easement in the administration and interpretation of the conservation easement by clearly depicting the presumed boundaries of the protected property, including the approximate acreage, and showing the approximate location of any included lands, farmstead or homestead complex, farm labor housing complex, or special treatment area.

THIS MAP IS NOT A SURVEY

- Protected Property
- Wetland (Class I or II)
- Deer Wintering Areas

- VT Rare, Threatened and Endangered Species
- Animal
 - Natural Community
 - Plant



Scale: 1:24,000



Orthophoto Map
Green Commons of Vermont,
Putney Common



2022 Orthophoto

This map is not a survey or subdivision plan, and should not be used or construed for such purposes. It was prepared without the benefit of field measurements to determine the accuracy. It is intended solely to assist the owners of the contained land and the holders of the conservation easements in the administration and interpretation of the covenants or easements by clearly depicting the presumed boundaries of the protected property, clarifying the approximate acreages, and showing the approximate location of any included wells, farm roads or homestead complex, farm labor housing complex, or special easement areas.

THIS MAP IS NOT A SURVEY

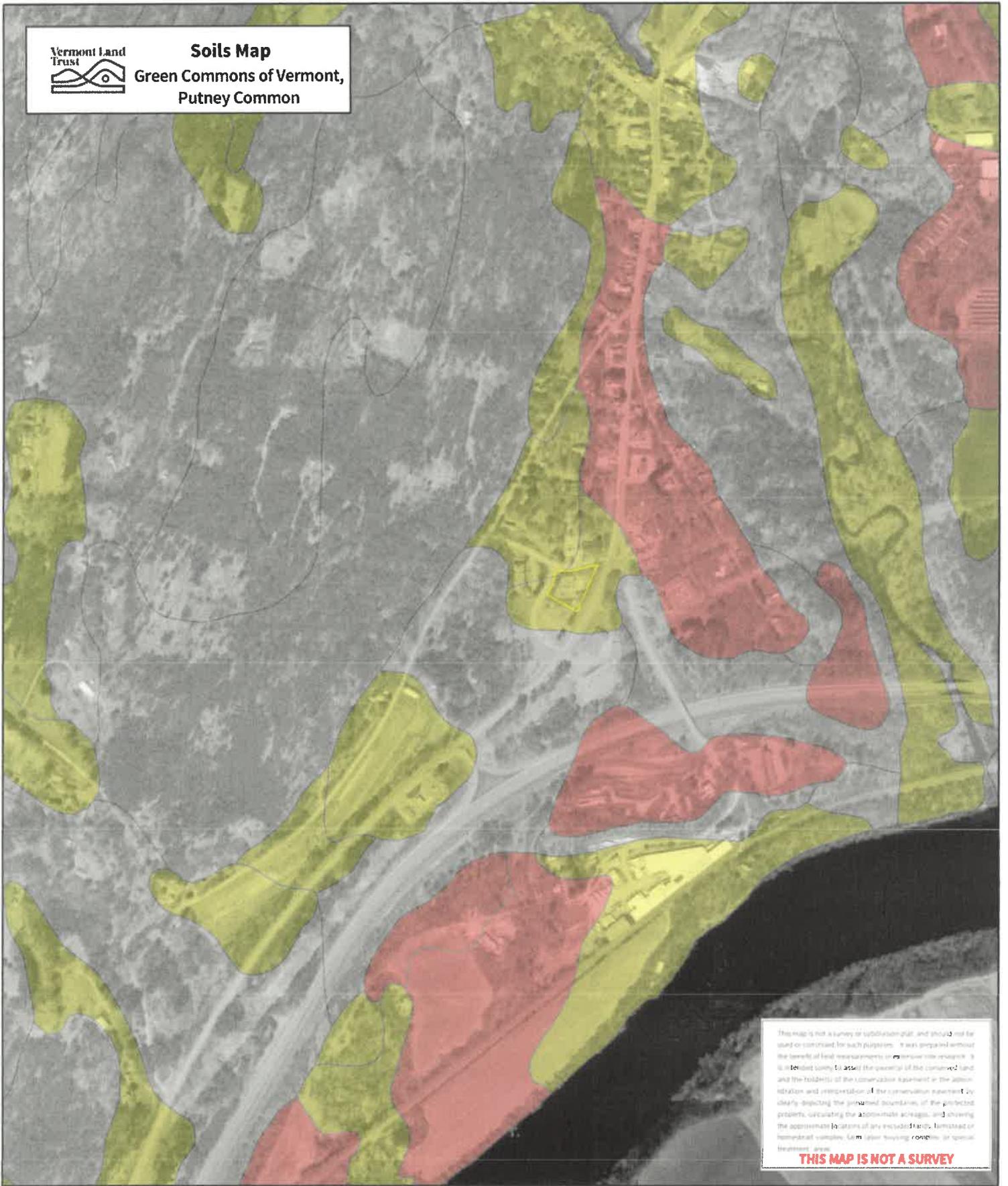
 Protected Property



Scale: 1:1,200



Soils Map
Green Commons of Vermont,
Putney Common



This map is not a survey or subdivision plan, and should not be used or construed for such purposes. It was prepared without the benefit of field measurements or on-site research. It is intended solely to assist the general public in understanding and the holders 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 subdivisions, homestead or homestead violation, farm labor housing, roads, or special treatment areas.

THIS MAP IS NOT A SURVEY

-  Protected Property
-  Prime
-  Statewide
-  NPSL



Scale: 1:12,000



Photopoint Map
Green Commons of
Vermont, Putney Common



2023 Orthophoto

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 intensive theodolite. It is intended solely to assist the point(s) of the conserved land and the location of the conservation easement in the advisory relation and interpretation of the conservation easement by clearly depicting the presumed boundaries of the protected property, calculating the approximate acreage, and showing the approximate locations of all included lands, limited or otherwise to comply with labor housing contracts, or special easements, etc.

THIS MAP IS NOT A SURVEY

 Protected Property



Scale: 1:1,000



Photo 1 Subject: Iron rod at the northeastern corner



Photo 2 Subject: Farmers' market booth and picnic tables

4/8/2025



Photo 3 Subject: Storage shed

4/8/2025



Photo 4 Subject: Iron rod at southeastern corner

3/19/2025



Photo 5 Subject: Iron rod at southwestern corner

4/8/2025



Photo 6 Subject: Two greenhouses and water spigot

3/19/2025



Photo 7 Subject: Utility structures



Photo 8 Subject: Northwestern corner of the parcel



Photo 9 Subject: Community garden sign and plots



Photo 10 Subject: Farmers' market operation area