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**Kohn Rath Danon & Appel, LLP**

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Attorneys at Law • [www.kohnrath.com](http://www.kohnrath.com)Roger E. Kohn  
[rogerkohn@kohnrath.com](mailto:rogerkohn@kohnrath.com)David Rath  
[davidrath@kohnrath.com](mailto:davidrath@kohnrath.com)Beth Danon  
[bdanon@kohnrath.com](mailto:bdanon@kohnrath.com)Robert Appel  
[rappel@kohnrath.com](mailto:rappel@kohnrath.com)

July 10, 2014

Renaë Marshall  
Acting Town Administrator  
Town of Hinesburg  
10632 Route 116  
Hinesburg, VT 05461

Dear Renaë:

I am writing on behalf of an informal committee consisting of Rolf Kielman, Len Duffy, George Dameron, Maggie Gordon, Catherine Goldsmith, and myself. We all strongly believe that it is in the interest of the Town of Hinesburg to sell the former Lyman homestead (the old police station), rather than demolish it.

Enclosed is a proposal to the Selectboard to accomplish this, proposed covenants to be applied to the building, and a copy of the current site plan for the new police station. Also enclosed is a letter from me providing my reasons for supporting this proposal, slightly modified from the letter I originally sent to the Front Porch Forum.

We propose that this property be listed with a Realtor and sold. We have met with Katrina Roberts of Greentree Realty from Monkton, and they are willing to list the property if the Selectboard would like to use them as the Realtor. The committee is willing to do any necessary "leg work" in order to have this property listed and sold. If the Selectboard is willing to proceed in this manner, we will ask Katrina to provide a Listing Agreement for signature by the Town.

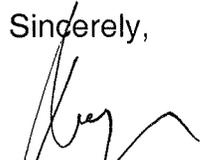
The committee would like to make a presentation to the Selectboard explaining why we believe that this proposal is in the best interest of the Town. We request that the Selectboard give us one hour of their time so that we can thoroughly explain the advantages of this proposal. Of course, if the Selectboard is inclined to simply agree with this proposal, without the necessity of a meeting, that would also be fine.

We believe it important that all the members of the committee, and perhaps some other people with relevant information that we may bring with us, be available to meet with the Selectboard. Given that it is summer and that everyone's schedule may be busy, we request that you let us know in advance what dates are possible for a meeting with the Selectboard, and then let me coordinate with you to make certain that we can have those we need in attendance available on that date.

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We very much appreciate the Selectboard's consideration of this request, which we believe is an important issue for the vitality of the village.

Sincerely,



Roger E. Kohn

REK/kd  
encl.

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Roger E. Kohn  
[rogerkohn@kohnrath.com](mailto:rogerkohn@kohnrath.com)

David Rath  
[davidrath@kohnrath.com](mailto:davidrath@kohnrath.com)

Beth Danon  
[bdanon@kohnrath.com](mailto:bdanon@kohnrath.com)

Robert Appel  
[rappel@kohnrath.com](mailto:rappel@kohnrath.com)

July 10, 2014

Selectboard  
Town of Hinesburg  
10632 Route 116  
Hinesburg, Vermont 05461

Dear Selectboard:

I am writing in support of the proposal being submitted to sell the former Lyman homestead (the old police station).

In my opinion, there are two good reasons not to demolish the former Lyman homestead. First, it would financially benefit the town not to demolish the building. Second, it is important to keep the building for aesthetic and historic reasons.

With regard to the first point, I think that many people do not realize how valuable old buildings in town are, and how they have a substantial value to prospective purchasers. Most of the old buildings in town were in considerably worse shape than the former Lyman homestead. My own office is one example. Len Duffy's former building (the yellow office building south of the church) was in horrendous condition, and there was a substantial move to have it torn down. The building to the immediate north of the town hall was jacked up, a new foundation put in, and it was rebuilt from the exterior walls in. The same comments could be made of many other buildings in town.

The former Lyman homestead may not have been in good enough condition to repair for use as a new police station, but that does not mean that it could not be renovated for another commercial business. I have been told that a contractor has estimated that renovations would likely cost \$75,000. Whether or not this figure is correct, from other information that has been provided, I have little doubt that the former Lyman homestead could be put on the market, as is, with no improvements done by the town, and with covenants requiring the appropriate preservation of the exterior nature of the building, and the town could sell it for at least \$125,000. I am not basing this figure on the original purchase price and cost of improvements, but it is worth noting that the building was purchased by the town in 2001 for \$138,000, when properties were much cheaper. In addition, the town originally invested \$20,000 in improvements, with more money put in later. In any event, there is no downside in putting it on the market with a Realtor, to see if it would bring this price.

At a recent meeting, the town indicated that demolition of the building would likely cost in the neighborhood of \$25,000. If the building were sold “as is” and renovated by the buyer, I believe the town could expect at least \$50,000 in taxes over the next 10 years or \$100,000 in taxes over the next 20 years.

Accordingly, I believe that there is a financial benefit of at least \$200,000 (using just the 10-year tax figure) to the town in selling the former Lyman homestead “as is”, with appropriate covenants to maintain the exterior.

If the building is sold, the buyer would want to be assured of some parking. However, there is parking available in the area between the new police station and the fire department, which was the original proposal of the town when site plan approval was obtained for the new police department. You can view the current site plan and the Hinesburg DRB approval for the new police station at this link (be patient; the site plan takes a moment to load): <http://www.kohnrath.com/Hinesburg.htm>. Note that the DRB approval (Conclusion 1) specifically states: “This site plan will not preclude future use of the former police structure and could be amended to provide access there if necessary.”

There is a problem with water allotment for the former Lyman homestead, because the allotment for the former Lyman homestead was transferred to the new police station (it is not clear to me why this was done, because at the time this was done there were no restrictions on additional attachments to the town water system). However, clearly the town will be obtaining future water availability – the entire proposed Haystack Crossing multi-unit housing proposal depends on it, and any additional uses in the village (including accessory apartments) require additional water usage. It has been estimated that it may be something in the neighborhood of a year and a half before additional water connections can be made. I think a purchaser of the building would be willing to wait for a water allotment given the fact that renovations will also take time. I think it is also possible that a water allotment could be obtained more quickly considering the fact that this building always had a water allotment.

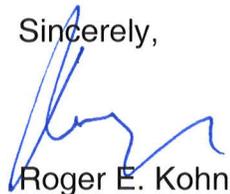
The argument has been made that building should be torn down in order to enlarge a potential town park in the area. We already tore down the old Miner house to the south of the town hall, and created a “park” area there. I do not doubt, however, that an additional town park would be useful. I urge you to view the site plan for the new police department, which can be viewed at the above link, which shows a town commons with the former Lyman homestead building still in existence. These are accordingly not contrary visions. Tearing down the former Lyman homestead would only give slightly more space to the town park, would cost the town the amounts discussed above, and would, I believe, have a severely negative impact on the appearance of the village.

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With regard to the visual aspects of the village, I think it is important to recognize that there is a substantial advantage in having a village which has older houses in it. Otherwise, we are simply living in a suburban village which looks like a housing development anywhere in America. There is a reason that Vermont village centers are shown on the cover of Vermont Life magazine and used as iconic images. Older houses in a Vermont village set the village apart from strip developments or suburban housing developments. We have already lost a number of the old buildings in town, including the house which was south of the town hall and the house which was south of Lantman's. Once a house is torn down, it is gone forever. We should not destroy other older houses which were part of the village unless there is a very good reason for doing so.

There appears to have been a mistaken impression that there would be a cost to the town in preserving the former Lyman homestead. In fact, as set forth above, I believe there would be a cost to the town of over \$200,000 to destroy it. Let's sell the former Lyman homestead to a private business or individual, with appropriate covenants, and put it back on the tax rolls. Doing so will help preserve the aspects of Hinesburg which help you know that you are in New England, rather than just somewhere in a generic American suburb.

Sincerely,



Roger E. Kohn

REK/kd

U:\2014\Old police station\Letter to Select Board re Old Police Station.wpd

## **PROPOSAL TO THE SELECTBOARD**

It is proposed to the Selectboard that the former Lyman homestead (the old police station) be listed with a Realtor, and sold upon terms agreeable to the Town. The suggestion is that the property be listed at an original asking price of \$125,000.00, or such other price as the Selectboard prefers.

A suggested addendum to the sales agreement, which includes suggested protective covenants and a right of first refusal, is attached.

It is recommended that the building be sold only with the land under the building (a "footprint lot"). This is permitted under the zoning ordinance in connection with a Planned Unit Development, and the DRB has approved such lots on several occasions.

The purpose of this proposal is to allow the former Lyman homestead to remain as one of the older buildings in town, thereby helping to preserve the village character of Hinesburg, and thereby allowing it to be put back on the tax rolls and earn additional tax revenue for the Town. By proposing a "footprint lot", this proposal attempts to minimize any impact on a future town park adjacent to the property. The right of first refusal which is proposed will provide additional protection to the Town.

## ADDENDUM TO SALES AGREEMENT - LYMAN HOMESTEAD

This addendum applies to an agreement between the Town of Hinesburg and the buyer named in the sales agreement for the purchase of property located on the west side of Route 116 in Hinesburg, hereafter referred to as "the property". This sale is for the building only and the land underlying the building (a "footprint lot"). The buyer shall have the right to parking as hereafter set forth, and reasonable pedestrian access to the building, plus the right to go upon the land of the Town to maintain, repair, improve, modify, and restore the building.

1. The property being sold shall be subject to the following protective covenants, which shall be included in the deed:

A. The building shall be maintained in good condition at all times.

B. The exterior of the building shall not be changed without the prior written permission of the Hinesburg Selectboard, or its successor entity, or its designee.

C. The Town and the owner of the property shall cooperate with each other so that reasonable pedestrian access is available for the building and so that at least four parking spaces within reasonable proximity to the building are available for the building, when needed (the Town may or may not designate specific spaces as available exclusively for the building). The Town and the Owner of the property shall also cooperate in designating a space for trash removal, and shall cooperate as may otherwise be reasonably necessary for the use of the building as an office, home, or other use.

2. This agreement is contingent upon the Town of Hinesburg obtaining subdivision approval for the sale of this property from the Hinesburg Development Review Board, and obtaining any other necessary permits. The Town shall use its best efforts to obtain any necessary permits. This agreement is contingent upon the Town and the buyer agreeing to a date by which these permits must be obtained, or else this contract will terminate.

3. This agreement is also contingent upon the Town of Hinesburg obtaining a water allocation allowing connection of the property to the municipal water system, no later than \_\_\_\_\_ [date to be filled in]. The Town shall use its best efforts to obtain this water allocation.

4. The Town will assure that at least four parking spaces in reasonable proximity to the property are available for use of the property when needed, whether in the area between the new police station and the fire station, or on Route 116, or in some other location. The Town may or may not designate specific spaces as available exclusively for the building.

5. The property is being sold "**AS IS**". The buyer understands that the

property does not have a functioning heating system and has various other defects.

6. This agreement is contingent upon the buyer obtaining, at the buyer's sole expense, an inspection of the property, which inspection is satisfactory to the buyer, said inspection to be completed within two weeks of the date of this agreement.

7. The property will be subject to a right of first refusal to the Town of Hinesburg, providing that if the property is ever sold the buyer shall give the Town the right to purchase the property for the same price offered by any other party. The terms of this right of first refusal shall be reasonable terms, as agreed to by the attorneys for the parties prior to the closing.

