

## EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Richmond, a Vermont municipal corporation situate in the County of Chittenden and State of Vermont, Grantor, in consideration of Ten and more dollars paid to its full satisfaction by FREDERICK P. PEET of Gastonia, of North Carolina; DANIEL N. PEET, Trustee of the Daniel N. Peet Revocable Trust dated November 11, 2013, of Richmond, Vermont; MELISSA P. ANDERSEN, of Richmond, Vermont; and JENNIE P. ERKSON of Richmond, Vermont, Grantees, by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantees and their heirs, successors and assigns forever, the following described perpetual easement over certain property located in Richmond, Vermont:

Being a non-exclusive easement in common with the Grantor, its successors and assigns, and others including members of the general public, beginning on the west side of lands of Grantor which abuts Bridge Street, so-called, and continuing to where segment L2 shown on a plat of survey entitled, "Survey of Proposed Conveyance from Preston to the Nature Conservancy, off Bridge Street, Richmond, Vermont for Betty Preston, Richmond, Vermont and the Nature Conservancy, Montpelier, Vermont" drawn by Paul W. Hannan, LS dated February, 2007 and recorded at Map Slide      of the Land Records of the Town of Richmond (the "Plat") crosses the eastern boundary line of the lands of Grantor, which easement consists of two components as further described herein.

The non-exclusive easement granted herein is expected to be conveyed by the within Grantees to Christa Alexander and Mark Fasching to access the land designated as "Daniel N. Peet, et al" as shown on the Plat.

The first component of the easement granted herein shall be a right to enter and exit the existing municipal parking lot of Grantor at the existing curb out on Bridge Street, to cross and re-cross the parking lot in areas designated by the Town for travel of vehicles using the municipal parking lot and accessing parking spaces in the municipal parking lot, to and from the existing road at the east end of the municipal parking lot which existing road is described as segment L2 on the Plat. Grantor, its successors and assigns may at any time, without consent of Grantees, their heirs, successors and assigns, relocate the access to the municipal parking lot from Bridge Street, change the location of parking spaces within the municipal parking lot, change the areas within the parking lot where cars may travel to and from the access and the parking spaces, and in all other manner control the use, size, access to and any other elements of the municipal parking lot; subject only to the condition that Grantees, their heirs, successors and assigns, shall be able to access the second component of the easement granted herein, the designated easement area beginning at segment L2 as shown on the Plat. In the event the Town changes the use of the municipal parking lot or otherwise needs to designate a specific location for the first component of this easement, the right of access through the existing municipal parking lot conveyed hereby, the terms and conditions of the relocation provisions set forth elsewhere in this instrument shall be applicable.

The second segment of the easement granted hereby begins at the westerly end of segment L2 as shown on the Plat and continues to the easterly border of the lands of the Grantor.

The second component of this easement is a non-exclusive easement twenty feet (20') in width in common with the Town of Richmond, its successors and assigns.

Use of this easement is limited to passage on foot and by suitable vehicles to carry out agricultural and silvicultural activities on lands of the Grantees. The Grantees, their heirs, successors and assigns, shall promptly repair any damage done to Grantor's lands in the exercise of any rights under the easement, restoring said lands to its condition prior to the damage. Such repairs shall be at the expense of the Grantees, their heirs, successors and assigns.

In the event a new public highway shall be laid out over some or all of the within granted easement area, the rights granted by this easement deed shall be terminated, but only as to that portion of the easement over which the public highway is laid out.

Grantor reserves, for itself and its successors and assigns, the right to relocate the easement from time to time to any other place on its property, subject to the limitation that any such relocation shall not impair use of the easement by Grantees, their heirs, successors or assigns, for the purpose herein described. Any expense of relocation shall be borne by Grantees, their heirs, successors and assigns. Grantor, its successors and assigns, shall act reasonably and in good faith to minimize, to the extent consistent with the need for the relocation, any expenses to be borne by Grantees, their heirs, successors or assigns. Upon any such relocation, an appropriate instrument shall be recorded in the land records.

The location of the easement herein granted and any relocation thereof shall be as provided in this deed, notwithstanding anything shown on the Plat. Without limitation, the segment "L1" shown on the Plat shall not designate the location of the first component of the easement herein granted and for all purposes of locating the easement herein granted, segment L1 shall be disregarded.

Also conveyed herein is the right for Grantees to convey an easement and right of way over said easement area to the Vermont Land Trust, Inc. for limited pedestrian and vehicular use for the purposes of monitoring and enforcement of a Grant of Development Rights, Conservation Restrictions, and Option to Purchase at Agricultural Value on Grantee's property if conveyed in the future.

Reference is hereby made to the abovementioned instruments, the records thereof, the references therein made and their respective records and references, all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, FREDERICK P. PEET of Gastonia, of North Carolina; DANIEL N. PEET, Trustee of the Daniel N. Peet Revocable Trust dated November 11, 2013, of Richmond, Vermont; MELISSA P. ANDERSEN, of Richmond, Vermont; and JENNIE P. ERKSON of Richmond, Vermont, and their successors, heirs and assigns forever to their own use and behoof forever and the said Grantor, Town of Richmond, for itself and its successors and assigns does covenant with the said Grantees and their heirs, successors and assigns, that until the signing of these presents it is the sole owner of

the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid and with mortgages, easements and rights of way of record, if any; and it hereby engages to WARRANT and DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

Town of Richmond

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

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Richmond, in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared \_\_\_\_\_, Duly Authorized Agent for the Town of Richmond, and he/she acknowledged the within instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of the Town of Richmond.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
My commission #: \_\_\_\_\_

**TOWN OF RICHMOND  
NOTICE OF SALE OF MUNICIPAL REAL ESTATE**

**NOTICE IS HEREBY GIVEN TO THE LEGAL VOTERS OF THE TOWN OF RICHMOND**, in accordance with 24 V.S.A. § 1061(a)(1), that the Town of Richmond (the "Town") proposes to convey to FREDERICK P. PEET of Gastonia, of North Carolina; DANIEL N. PEET, Trustee of the Daniel N. Peet Revocable Trust dated November 11, 2013, of Richmond, Vermont; MELISSA P. ANDERSEN, of Richmond, Vermont; and JENNIE P. ERKSON of Richmond, Vermont, a non-exclusive easement across the Town's property on Bridge Street conveyed to the Town by Warranty Deed of Richmond Town School District, recorded on July 28, 1989, in Volume 67 at Pages 185-188 of the Town of Richmond Land Records (the Town Hall) to provide access to their property to the east. Said conveyance will have the following terms and conditions:

**SALE PRICE:**           One Dollar (\$1.00)

**TERMS:**                Warranty Easement Deed to be delivered at closing.

**CLOSING:**            As soon as practicable after thirty (30) days from date of publication and posting of this notice.

The above-described easement will be conveyed on the terms specified unless a petition objecting to the conveyance signed by at least five percent (5%) of the legal voters of the Town is presented to the Richmond Town Clerk within thirty (30) days of the date of publication and posting of this notice pursuant to 24 V.S.A. § 1061(a)(2). If such a petition is presented, the Town shall cause the question of whether the Town should convey the above-described easement on the terms set forth above to be considered at a Special Town Meeting called for that purpose, or at the next Annual Town Meeting.

**THIS IS NOT A SOLICITATION FOR BIDS, NOR AN OFFER TO SELL THIS REAL ESTATE TO ANY PERSON ON ANY PARTICULAR TERMS OR CONDITIONS.**

DATED at Richmond, Vermont, this \_\_\_\_ day of \_\_\_\_\_ 2020.

By: \_\_\_\_\_

\_\_\_\_\_  
Duly Authorized Agent