

Received for record

June 20 A.D. 2003

At 10 o'clock 50 minutes A M

and recorded in Book 144 Page 509-513

of Land Records.

000509

12519

IRREVOCABLE OFFER OF DEDICATION

Attest: Thomas S. Riggs

ASSISTANT TOWN CLERK by and between DAVID L. SAVOIE and WENDY W. SAVOIE, Trustees of the Wendy W. Savoie Revocable Trust of 1991, (the "Owners"), and the TOWN OF RICHMOND, Vermont (the "Town"):

A. The Owners are the owners of Lot 23 as shown on a survey entitled "Plan of Land for Earl and Loretta Rosen, Portion of Paramount Farms on the Northerly side of Dugway Road, Richmond, Vermont" prepared by Peatman Surveying, Inc., dated August 9, 2000, last revised December 21, 2000, and recorded in Map Book 9, Slide 11, in the Town of Richmond Map Records (herein the "Survey").

B. The Owners desire to convey rights in and to a 250 foot strip of land at the easterly line of Lot 23 depicted on the Survey for pedestrian trail purposes ("Easement Rights").

C. The Owners are delivering to the Town an executed deed and transfer return of the Easement Rights (collectively the "Easement Deed"), an unexecuted copy of said deed being attached as Exhibit A to describe the Easements Rights.

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, it is covenanted and agreed as follows:

1. The Owners herewith deliver to the Town the Easement Deed. Said delivery constitutes a formal Offer of Dedication to the Town of the Owners' rights in and to the property and rights which are described on Schedule A. The Easement Deed shall be held by the Town until the acceptance or rejection of such Offer of Dedication by the Selectboard of the Town.

2. The Owners agree that this formal offer of dedication is irrevocable, and can be accepted by the Town at any time, subject to the provision that such acceptance shall not occur unless and until the Town records the Easement Deed.

3. Notwithstanding anything elsewhere herein, the Town shall accept this Offer of Dedication upon the Town's discontinuance of a portion of Town Highway 26 crossing Lot 23, beginning at the boundary between the lots designated as DG2052 (Stephani) and DG2054 (Hayden-Wast) as shown on the Survey, and proceeding northeasterly for its remaining length on Lot 23. \*

4. This Irrevocable Offer of Dedication may be recorded in the Land Records, and shall run with the land and shall be binding upon the Owners, their legal representatives, successors and assigns, and successors in title

The Town's discontinuance process shall not be required to begin until existing mortgages on the property are discharged and the Town receives a title certificate from the owner's attorney certifying the title.

*[Handwritten signature]*

*[Handwritten signature]*

000510

in and to the property and rights described in the Easement Deed.

Dated this 29<sup>th</sup> day of May, 2003.

[Signature]  
Witness

[Signature]  
David L. Savoie, Trustee

[Signature]  
Witness

[Signature]  
Wendy W. Savoie, Trustee

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Richmond, Vermont, this 29 day of May, 2003, personally appeared **DAVID L. SAVOIE and WENDY W. SAVOIE**, Trustees of the Wendy W. Savoie Revocable Trust of 1991, and they acknowledged this instrument, by them signed, to be their free act and deed personally, and in their capacity as Trustees of the Wendy W. Savoie Revocable Trust of 1991.

Before me, [Signature]  
Notary Public  
Comm. expires: 2/10/07

Dated this 17 day of June, 2003

TOWN OF RICHMOND

15000  
[Signature]  
Witness

By: [Signature]  
Its Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Richmond, this 17 day of June, 2003, personally appeared [Signature], duly authorized agent of the Town of Richmond and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Town of Richmond.

Before me, [Signature]  
Notary Public  
Comm. expires: 2/10/07

Exhibit "A"

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, **DAVID L. SAVOIE and WENDY W. SAVOIE**, Trustees of the Wendy W. Savoie Revocable Trust of 1991, of Richmond, Vermont, Grantors, in consideration of One Dollar and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged, to them paid by **THE TOWN OF RICHMOND**, a municipal corporation located in the County of Chittenden, State of Vermont, Grantee, hereby GIVES, GRANTS, SELLS, CONVEYS and CONFIRMS unto the said Grantee, **THE TOWN OF RICHMOND**, and its successors and assigns forever, an easement and right-of-way for the purpose of maintaining a public pedestrian walking trail within a strip of land located in the Town of Richmond, County of Chittenden and State of Vermont, described as follows:

A strip of land approximately two hundred fifty feet (250') in width, which is more particularly described as follows:

Commencing at the intersection of the northerly edge of the right-of-way of Dugway Road, so-called, and the easterly boundary line of lands of the Grantors (being also the westerly line of lands now or formerly of Rosen denoted "Lot 24"), as said property line is depicted on a plan entitled "Plan of Land for Earl and Loretta Rosen, Portion of Paramount Farms on the Northerly side of Dugway Road, Richmond, Vermont" prepared by Peatman Surveying, Inc., dated August 9, 2000, last revised December 21, 2000, and recorded in Map Book 9, Slide 11, in the Town of Richmond Map Records (herein the "Survey");

thence proceeding in the boundary line between the herein Grantors and the Rosen lands ("Lot 24") north  $15^{\circ} 59' W$  a distance of 441.9 feet to a point;

thence proceeding  $N 51^{\circ} 45' W$  in said boundary line of the herein Grantors and "Lot 22" of the Rosen lands a distance of 20 feet to a point;

thence proceeding westerly in a line parallel to the northerly line of the right-of-way of Dugway Road a distance of 250 feet to a point;

thence proceeding in a line parallel to the first described line, to the northerly edge of the right-of-way of Dugway Road;

thence proceeding westerly in the northerly edge of the right-of-way of Dugway Road to the point or place of beginning.

Before such public pedestrian walking trail usage begins, Grantee shall cause a survey to be made of a twenty foot (20') wide easement strip within the two hundred fifty foot (250') wide parcel, and shall record the survey in the Richmond Map Records. The twenty foot (20') strip of land depicted on the Survey shall thereupon establish the bounds of the Grantee's pedestrian easement. Simultaneously with the recording of the Survey in the Map Records, Grantee shall execute and deliver to the Grantors, or their successors and assigns, a good and sufficient deed of the lands within the two hundred fifty foot (250') parcel of land herein described but outside of the twenty foot (20') easement strip.

Said easement shall be used by the public as a pedestrian walking trail (including cross-country skiing and snow-shoeing), subject to the condition that no motorized or non-motorized vehicles, including but not limited to bicycles, motorcycles, trail bikes, and snowmobiles, shall have the right to use the easement. Grantee shall also have the right, within the twenty foot (20') easement limits, to construct, reconstruct, replace, enlarge, repair, maintain, and patrol the pedestrian walking trail, including installation of any necessary bridges, culverts, cuts, ramps and lookoffs, all at Grantee's sole cost and expense. Grantee agrees, for itself and its successors and assigns, to restore to its previous condition any lands of the Grantors outside the easement limits damaged by the Grantee in the course of exercising such rights.

It is expressly agreed that Grantee's rights in and to said twenty foot (20') strip of land, when established, shall be exclusive.

Grantors and Grantee acknowledge that the easement herein granted has been donated by the Grantor, and that no fees will accrue for the benefit of the Grantors, it being the intention of the parties that this easement will qualify Grantors for the maximum protection from liability allowed by 19 V.S.A. §2309.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto the Grantee, **TOWN OF RICHMOND**, its successors and assigns forever; and Grantors, **DAVID L. SAVOIE and WENDY W. SAVOIE, Trustees of the Wendy W. Savoie Revocable Trust of 1991**, do for themselves and their heirs, successors and assigns, covenant with said Grantee, **TOWN OF RICHMOND**, and its successors and assigns, that Grantors, **DAVID L. SAVOIE and WENDY W. SAVOIE, Trustees of the Wendy W. Savoie Revocable Trust of 1991**, are lawfully seized in fee simply of the aforesaid premises, that they

are free from all encumbrances, except as aforementioned, and that Grantors, **DAVID L. SAVOIE and WENDY W. SAVOIE**, Trustees of the Wendy W. Savoie Revocable Trust of 1991, and their heirs, successors and assigns shall warrant and defend the same against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, Grantors, **DAVID L. SAVOIE and WENDY W. SAVOIE**, Trustees of the Wendy W. Savoie Revocable Trust of 1991, hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2003.

IN PRESENCE OF:

\_\_\_\_\_  
Witness as to both

\_\_\_\_\_  
David L. Savoie, Trustee

\_\_\_\_\_  
Wendy W. Savoie, Trustee

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Richmond, Vermont, this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared **DAVID L. SAVOIE and WENDY W. SAVOIE**, Trustees of the Wendy W. Savoie Revocable Trust of 1991, and they acknowledged this instrument, by them signed, to be their free act and deed personally, and in their capacity as Trustees of the Wendy W. Savoie Revocable Trust of 1991.

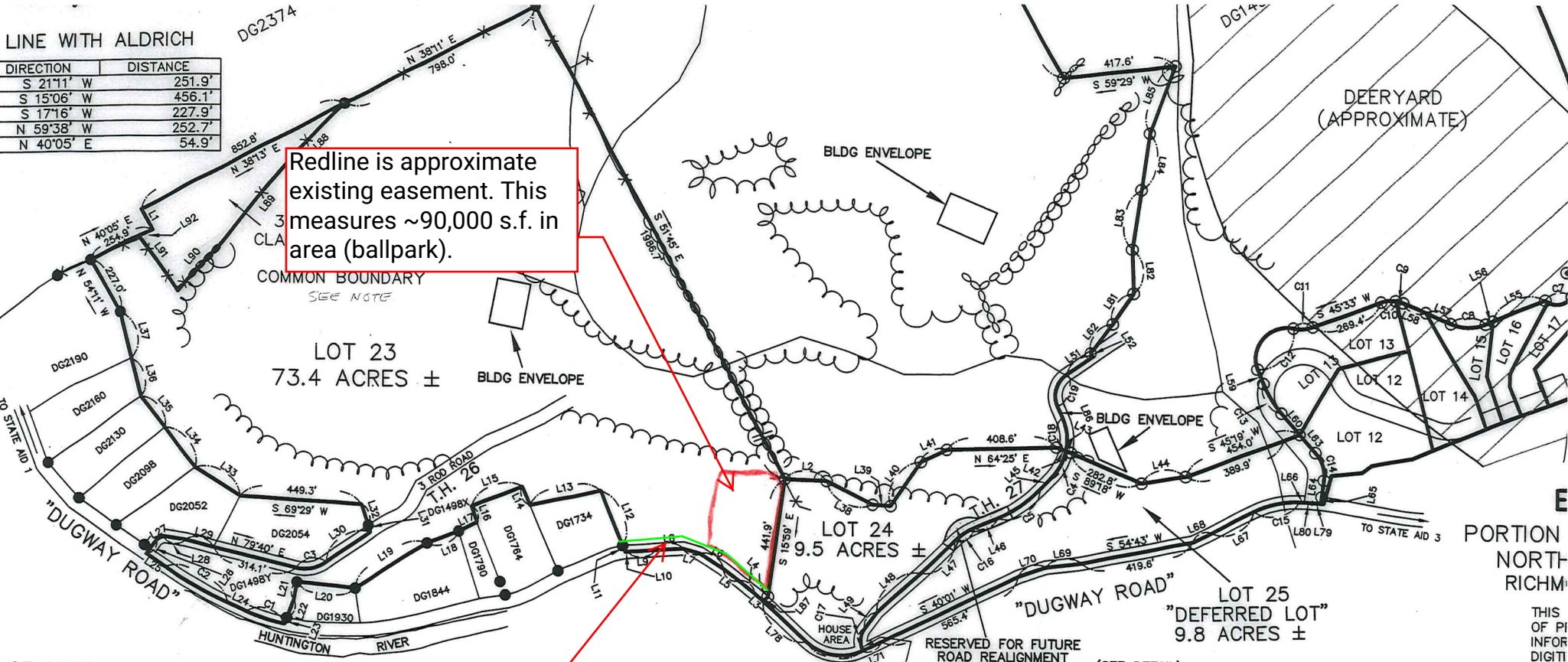
Before me, \_\_\_\_\_  
Notary Public  
Comm. expires: 2/10/07

258372.1

LINE WITH ALDRICH

DIRECTION	DISTANCE
S 21°11' W	251.9'
S 15°06' W	456.1'
S 17°16' W	227.9'
N 59°38' W	252.7'
N 40°05' E	54.9'

Redline is approximate existing easement. This measures ~90,000 s.f. in area (ballpark).



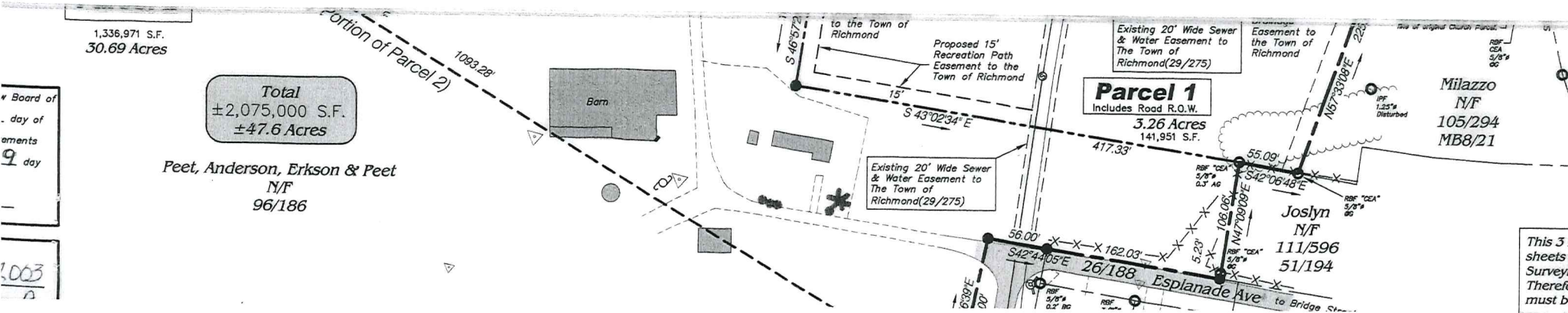
**NOTES:**

Proposed trade is the greenline. It would parallel the existing Town road right-of-way (8.5' from existing right-of-way). Green line would extend Dugway Road to a 3.5 rod road in this area only. Proposed greenline area would be approximately 5,000 s.f. (significant reduction from existing redline area).

**DEED REFERENCE**  
**RICHMOND LAND RECORDS**  
 ERNEST & GUDRUN PAQUETTE  
 TO  
 EARL & LOTTA ROSEN  
 BOOK 114, PAGES 224-228  
 DATED FEBRUARY 16, 2000

02/01/01 REVISION TO CORRECT COMMON BOUNDARY WITH ALDRICH

PEATMAN SURVEYING



Total  
 ±2,075,000 S.F.  
 ±47.6 Acres

Peet, Anderson, Erkson & Peet  
 N/F  
 96/186

**Parcel 1**  
 Includes Road R.O.W.  
 3.26 Acres  
 141,951 S.F.

Milazzo  
 N/F  
 105/294  
 MB8/21

Joslyn  
 N/F  
 111/596  
 51/194

This 3. sheets. Survey Theref must b