

TEMPORARY EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the WENDY W. SAVOIE REVOCABLE TRUST, in the Town of Richmond, County of Chittenden and State of Vermont, Grantor, in consideration of Ten Dollars, and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged, to it paid by the TOWN OF RICHMOND, a municipality located in Chittenden County, State of Vermont, Grantee, hereby GIVES, GRANTS, SELLS, CONVEYS and CONFIRMS unto the said Grantee, TOWN OF RICHMOND, and its successors and assigns forever, a temporary easement and right-of-way, for the purpose of constructing and maintaining a highway for public use over, upon and through its property in the Town of Richmond, County of Chittenden and State of Vermont, described as follows:

A temporary easement to facilitate the construction or reconstruction, maintenance and repair of a public roadway over, upon and in an area comprising 5,113 square feet, more or less, and being a strip of land along the boundary of Grantor's land abutting the north side of Dugway Road with an approximate uniform depth of 8.5 feet as shown on a plan entitled "Plat of Easement Area Over a Portion of Lands of Wendy W. Savoie Revocable Trust and Over a Portion of Lands of Richmond Land Trust, Inc. to Benefit the Lands of Town of Richmond", dated April 21, 2020, produced by Button Professional Land Surveyors, PC., and being of record in Book ___ at Page ___ of the Town of Richmond Land Records.

Being a portion of the lands and premises conveyed to Grantor by _____ having its principal place of business/residence in _____, in the County of _____ and State of _____, by Warranty Deed dated _____ and recorded in Book 143 on Page 3 of the Town of Richmond Land Records.

Grantee shall repair and restore (to a condition reasonably proximate to its condition prior to Grantee's activities) the surface of any portion of the easement area and abutting lands of the Grantor disturbed by Grantee's activities as soon as practicable after its activities are completed and at Grantee's sole expense.

Said easement shall expire and be of no further force and effect upon completion of the reconstruction and repair of Dugway Road as presently being undertaken by the Grantee. The reconstruction and repair of Dugway Road is expected to be complete by June 15, 2021.

Reference is hereby made to the above-mentioned plan and deeds and the records thereof, and the references therein made all in further aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto Grantee TOWN OF RICHMOND, its successors and assigns forever; and Grantor, WENDY W. SAVOIE REVOCABLE TRUST does, for itself and its successors and assigns, covenant with Grantee and its successors and assigns, that Grantor is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances except as aforesaid, that the Grantor has good right and title to sell and convey the rights as aforesaid and that Grantor, and its successors and assigns shall Warrant and Defend the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor hereunto set its hand and seal this __ day of _____ 2021.

IN THE PRESENCE OF:

GRANTOR

Trustee
Wendy W. Savoie Revocable Trust

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At _____, Vermont, this __ day of _____, 2021, _____ personally appeared, and s/he acknowledged this instrument, by her/him signed and sealed to be her/his free act and deed and the free act and deed of the Wendy W. Savoie Revocable Trust.

Before me, _____
Notary Public
My commission expires: 1/31/2024