

ORIGINAL

VERMONT AGENCY OF TRANSPORTATION

QUIT-CLAIM DEED

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT, It, the Town of Richmond, a Vermont Municipality with its situs in the Town of Richmond, County of Chittenden and State of Vermont, hereinafter referred to as "Grantor," in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid to its full satisfaction by the State of Vermont, through its Agency of Transportation, has REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the State of Vermont, a sovereign state, all right, title and interest which it, the Town of Richmond, or its successors or assigns, have in and to certain easements and/or rights in land in the Town of Richmond, in the County of Chittenden and State of Vermont, described as follows, viz:

Being part of the same land and premises conveyed to the Town of Richmond by the Quit Claim Deed of the State of Vermont, acting by and through its State Highway Board, dated September 16, 1970 and recorded in Book 28, Page 154 of the Town of Richmond Land Records and being more particularly described as follows:

Reference is hereby made to the above-mentioned conveyance and records thereof and to the following instrument of conveyance in aid of a more complete description and further chain of title:

Being part of the same land and premises conveyed to the State of Vermont by Condemnation Order dated July 3, 1962 and recorded in Book 2 (Hwy.), Pages 160-177 of the Town of Richmond Land Records, and being more particularly described as follows:

Being Parcel #2 consisting of easements and/or rights on land as shown on Right of Way Detail Sheet 1 and Layout Sheets 1 and 2 of the plans of Transportation Project Richmond IM 089-2(52), ("the Transportation Project") to be recorded in the office of the Clerk of the Town of Richmond.

In connection with the above parcel the following easements and/or rights are to be conveyed:

A permanent easement in an area of 2,660 square feet, more or less, left of and between approximate stations 259+34± and 260+83.25 of the established centerline of the transportation project, to install, construct, reconstruct, operate, repair, maintain, replace, patrol and remove overhead or underground cable, lines, conduits, poles, guys, anchors, braces, fixtures, and appurtenances thereto, hereinafter referred to as facilities, as necessary for the transmission of power and telecommunications under, upon, or across land of the Grantor. This easement also includes the perpetual right to cut, trim, and remove all trees, shrubs, bushes, underbrush, and other items, as determined necessary by the State of Vermont, for the safe and efficient operation and maintenance of the facilities. The Grantor, its successors and/or assigns, will not, without the prior written permission of the State of Vermont: erect or permit the erection of any building or any other structure; plant or permit the growth of any trees or bushes; change the grade or permit the change of grade, or fill or excavate within this easement area which will adversely affect the maintenance and operation by the State of Vermont, its successors and assigns.

A temporary easement to enter upon land of the Grantor during the period of construction to install a push brace, at or near and left of approximate station 259+36 of the established centerline of the Transportation Project.

A temporary easement to enter upon the land of the Grantor during the period of construction for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install project demarcation fence and undertake general construction functions in an area of 73 square feet, more or less, left of and between approximate stations 260+58 and 260+83 of the established centerline of the Transportation Project.

A temporary easement to enter upon the land of the Grantor during the period of construction, to extend highway slopes and embankments and to install erosion control barriers and to keep the erosion control barriers clear of debris and functioning properly throughout the construction of the project, in an area of 213 square feet, more or less, left of and between approximate stations 260+59 and 260+84 of the established centerline of the Transportation Project, as shown on the aforesaid Transportation Project plans.

The slopes and embankments may be extended at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of Transportation construction. The State of Vermont shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff, and other objectionable materials, structures, growth, and any other thing of whatever kind or nature from said slope area.

The land from which the rights and/or easements described herein are derived may be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the Town of Richmond Land Records.

TO HAVE AND TO HOLD its right and title in and to said quit-claimed premises, with the appurtenances thereof, to the State of Vermont, a sovereign state, and its successors and assigns forever.

AND FURTHERMORE, the Town of Richmond, does for its successors and assigns covenant with the said State of Vermont, its successors and assigns, that after the ensealing of these presents the Town of Richmond, will have and claim no right in, or to, the quit-claimed premises.

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IN WITNESS WHEREOF, the Town of Richmond has caused its name to be hereunto subscribed at _____, in the County of Chittenden and State of Vermont, this _____ day of _____, 2022, by the hand of _____.

TOWN OF RICHMOND

By: _____

Its: _____

and duly authorized agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____ this _____ day of _____, 2022, personally appeared _____, duly authorized, and acknowledged the foregoing instrument by him/her/them executed to be his/her/their free act and deed and the free act and deed of the Town of Richmond.

Before me,

Signature of Notary Public

Print name of Notary Public

Commission No. _____

(My commission expires Jan. 31, 2023)