

ORIGINAL

VERMONT AGENCY OF TRANSPORTATION

OPTION

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 One and No/100 Dollar (\$1.00) to it in hand paid by the State of Vermont, through its Agency of Transportation, receipt of which is hereby acknowledged, hereby agrees to convey by Warranty Deed of Easement to the State of Vermont at any time the said State may demand, on or before the 28 day of February, 2022, certain easements and/or rights therein situated in the Town of Richmond, County of Chittenden and State of Vermont, and being particularly described below and in the plans for the construction of Transportation Project Richmond IM 089-2(52), according to the following terms:

Easements and/or rights therein, to be conveyed:

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.

Other undertakings of the Grantor in connection therewith: None

It, the Town of Richmond further agrees to execute a good and sufficient deed or other instrument of conveyance to the State of Vermont, during the term of this option, and to deliver possession of said real estate immediately upon the delivery of said deed, unless otherwise herein specified, free of all liens or encumbrances, including all taxes, Federal, State or local, assessed as of a date prior to the date of the delivery of said deed, also including all rights of lessees, tenants or other persons claiming rights of possession or occupancy of the premises or usufruct therefrom. Unless stated to the contrary herein, such conveyance shall include all buildings, fixtures, emblements and appurtenances to the land herein described.

No statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the State of Vermont shall be binding on or of any effect against the State.

The undersigned expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the State are included in this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived.

Consideration to be paid by the State of Vermont: \$ 5,700.00

Terms of Payment: Five Thousand Seven Hundred Dollars Dollars
to be paid simultaneously with delivery by Grantor of duly executed deed;

Other undertakings to be performed by the State of Vermont: None

Encumbrance: None.

The delivery to the State of Vermont or its representatives of a duly executed deed by the Grantor referenced as being in accordance with the terms of this Option, and the acceptance of said deed by the State shall bind both parties to all the terms herein contained.

It, the said Town of Richmond, through its Duly Authorized Agent, has hereunto set its hand this
 day of 202 .

TOWN OF RICHMOND

Duly Authorized Agent for the Town of
Richmond