

State of Vermont
Highway Division
Project Delivery Bureau
Right of Way Section
219 North Main St.
Barre, VT 05641
www.vtrans.vermont.gov

Agency of Transportation

February 8, 2022

RE: Richmond IM 089-2 (52)
Bridge Number 29 on US-2 in Richmond, VT
Parcel #2 – Town of Richmond

Josh Arneson- Richmond Town Manager
PO BOX 285
Richmond, VT 05477

Josh,

In order to construct the above referenced project, the Vermont Agency of Transportation (“VTrans” or the “Agency”) requires certain land and/or rights from the property located on East Main Street in Richmond, VT. The project consists of Replacement of Bridge Number 29 on US-2 in Richmond over I-89. Construction is scheduled to begin in 2023 and is anticipated to be completed in one construction season. The required rights are described in detail on the enclosed plans and documents.

Enclosed are:

- A color-coded plan showing the rights requested
- A Waiver Valuation
- Two copies of an Option and a Quit Claim Deed
- A *Right of Way Acquisition Procedures in Vermont* Pamphlet

VTrans has made a determination of Just Compensation for the needed Temporary Easements required from your property to complete the project. Our offer to you in the amount of \$5,700.00 represents the Agency's best estimate of the value of the property rights needed for the highway improvement and includes damages, if any, to your remaining property. This amount is based upon a valuation made of your property in accordance with the standard procedures established by the State of Vermont and Federal Regulations.

It is our sincere desire to arrive at a mutually satisfactory agreement with every property owner when rights are needed to complete a highway improvement project. At times this goal is difficult to attain, and we must turn to the Minor Alterations Hearing process for a determination of Just Compensation due the property owner. To maintain the current project scheduled, we have until 7/21/2022 to reach a negotiated agreement. If an agreement cannot be reached by this date, we will have to move on to the Hearing phase. If needed, a Hearing will be scheduled on or around 10/21/2022.

If you accept our offer, please sign the Option and Deed, and return these documents using the postage paid envelope enclosed. After we receive the Option and Deed (which will then be recorded in Richmond's town land records at VTrans' expense) a check will be prepared and delivered in person or by mail.

If you would like to discuss the offer, or have any questions or concerns, please contact me at your earliest convenience.

Thank you for your consideration and assistance.

Sincerely,




Eric Furs
Right of Way Agent IV
802.279.7238
Eric.Furs@vermont.gov

Eric Furs, Right of Way Agent IV

Mobile: 802.279.7238



Email: Eric.furs@vermont.gov

| PARCEL DATA | | | | | | | |
|--|------------------------------------|------------|--------------|-----------------|--|-----------------|----------|
| Project / PIN | Richmond IM 089-2 (52); PIN:16a183 | | | | | | |
| Property Owner(s) | Town of Richmond | | | | | | |
| Property Location | 357 East Main Street, Richmond | | | | Parcel No. | 2 | |
| <p>This is a waiver valuation estimate as defined in 49 CFR Part 24.2(a)(33). This form is intended to comply with the acquisition policy as described in 49 CFR Part 24 102(c)(2)(ii). The value determination assigned to this parcel is based on a review of:</p> <p> <input type="checkbox"/> Land value taken from town assessment card. <input checked="" type="checkbox"/> Comparable sales: <input type="checkbox"/> Additional data attached. <input type="checkbox"/> Minimum valuation (no sales data necessary) </p> <p>Waiver Valuations are not appraisals as defined by the Uniform Act.</p> | | | | | | | |
| DESCRIPTION OF ACQUISITION | | | | | | | |
| <p>The subject property is a 0.45-acre lot owned by the Town of Richmond. The Richmond Fire Station is located on the property. The improvements will not be impacted. There is a permanent utility easement of 2,660 SF. This utility easement is within the 20' setback area and cannot be developed. There is a temporary construction for a push brace and temporary rights for construction and slope rights. The construction season is three years.</p> | | | | | | | |
| BASIS OF VALUATION | | | | | | | |
| Lot Value | Acre(s) | \$ / Ac | \$ / SF | | | | |
| \$ 95,000 | 0.45 | \$ 211,111 | \$ 4.85 | | | | |
| Comparable Sales | | | | | | | |
| Address | Town | Acres | Date of Sale | Sale Price | \$ / Ac | | |
| 553 Stage Road | Richmond | 1.77 | 8/9/2018 | \$84,500 | \$ 47,740 | | |
| Pond Road | Hinesburg | 0.66 | 7/22/2021 | 135,000 | \$ 204,545 | | |
| 900 Creamery Road | Williston | 0.6 | 3/9/2021 | 110,000 | \$ 183,333 | | |
| All Right, Title & Interest | Acre(s) | SF | | | | Total | Rounded |
| | | | | | | \$ - | |
| Land Acquisition | SF | \$ / SF | | | | Total | Rounded |
| | | | | | | \$ - | \$ - |
| Permanent Right(s) | SF | \$ / SF | % of fee | | | Total | Rounded |
| Utility | 2,660 | \$ 4.85 | 40% | | | \$ 5,160 | \$ 5,200 |
| Permanent Rights Total = | | | | | | \$ 5,200 | |
| Temporary Right(s) | SF | \$ / SF | % of fee | # of year(s) | | Total | Rounded |
| Install | | | | | Nominal Assignment | | \$ 100 |
| Construction | 73 | \$ 4.85 | 10% | 3 | | \$ 106 | \$ 100 |
| Slope | 213 | \$ 4.85 | 10% | 3 | | \$ 310 | \$ 300 |
| Temporary Rights Total = | | | | | | \$ 500 | |
| Cost to Cure Item(s) | | | | | | | |
| Grand Total Rounded = | | | | | | \$ 5,700 | |
| NOTES | | | | | | | |
| <p>There is no assessed value for the property since it is owned by the town. I have used market data to determine land value based on the most likely use of the land as a residential lot.</p> | | | | | | | |
| CERTIFICATION | | | | | | | |
| <p>I hereby certify that this waiver was prepared in conformity with the appropriate State laws, regulations, policies and procedures applicable within the Uniform Act. I certify that due diligence was made regarding the subject property of this valuation, to provide an accurate estimate based on all relevant data available for the property. I likewise affirm that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.</p> | | | | | | | |
| Effective Date | January 25, 2022 | | | Waiver Preparer | Gosia Carr  | | |
| Date of Report | January 25, 2022 | | | | | | |

RIGHT - OF - WAY DETAIL SHEET

TABLE OF PROPERTY ACQUISITION

TABLE OF REVISIONS

| PARCEL NO. | PROPERTY OWNER | ROW LAYOUT NO. | BEGINNING STATION | ENDING STATION | FEE ACQUISITION | REMAINDER | RIGHT | | | RECORDING DATA | | | | | REMARKS | |
|--------------|--|----------------|-------------------|----------------|-----------------|-----------|------------------|-----|----------|----------------|------|-----------|-----------------|------|--------------------|--------------------------------|
| | | | | | | | TYPE | T/P | AREA ± | TITLE | DATE | TOWN/CITY | BOOK | PAGE | | |
| 1 | GLABICKY, DANIEL; GLABICKY, JANINA | 1 | 258+85 LT | 259+04 LT | | | CONSTRUCTION | T | 162 SF | | | | | | NCL PDF | |
| | | | 258+94 LT | 259+18 LT | | | DRIVE | T | 367 SF | | | | | | | |
| | | | 259+14 LT | 259+26 LT | | | CONSTRUCTION | T | 148 SF | | | | | | | NCL PDF |
| | | | 259+22.04 LT | 259+26.95 LT | | | REMOVE & REPLACE | T | | | | | | | | MAILBOX |
| 2 | TOWN OF RICHMOND | 1, 2 | 259+34± LT | 260+83.25 LT | | | UTILITY | P | 2,660 SF | | | | | | | |
| | | | 259+36 LT | | | | REMOVE & REPLACE | T | | | | | | | | |
| | | | 260+58 LT | 260+83 LT | | | CONSTRUCTION | T | 73 SF | | | | | | | PUSH BRACE |
| | | | 260+59 LT | 260+84 LT | | | REMOVE & REPLACE | T | 213 SF | | | | | | | NCL PDF NCL EC |
| 3 | CV PROPERTIES INCORPORATED; NEW ENGLAND CENTRAL RAIL ROAD, INC. | 2 | 264+98 RT | 265+33 RT | | | SLOPE | T | 1,062 SF | | | | | | NCL PDF & EC | |
| | | | 265+16 RT | 265+17 RT | | | REMOVE | T | | | | | | | DRAINAGE PIPE | |
| 4 | WARD, BARBARA J. & GEORGE C., LIFE ESTATE; HILL, BETH P., LIFE ESTATE | 3, 4 | 270+88.99 LT | 272+84.67 | 3,870 SF | | | | | | | | | | | |
| | | | 270+87 LT | 271+88 LT | | | CONSTRUCTION | T | 658 SF | | | | | | | NCL PDF |
| | | | 270+90 LT | 271+10 LT | | | SLOPE | T | 40 SF | | | | | | | NCL EC |
| | | | 271+35 LT | 272+92± LT | | | DRIVE | T | 0.17 A | | | | | | | 7,339 SF± |
| | | | 271+48.82 LT | | | | | | | | | | | | | MONITOR WELL W-1 |
| | | | 271+95 LT | 272+39 LT | | | INSTALL | T | 215 SF | | | | | | | PDF |
| | | | 272+24 LT | 272+94± LT | | | INSTALL | T | 418 SF | | | | | | | PDF |
| | | | 272+62.13 LT | 272+73.55 LT | | | REMOVE & REPLACE | T | | | | | | | | MAILBOX #595/597 |
| 272+75.62 LT | | | | ALL R.T.&I | | | | | | | | | CAPPED IRON PIN | | | |
| 5 | DYER, MATTHEW A. & CHADWICK, HEATHER L. | 4 | 272+75.62 LT | | | | ALL R.T.&I | | | | | | | | CAPPED IRON PIN | |
| | | | 272+85± LT | 273+32 LT | | | SLOPE | T | 252 SF | | | | | | NCL EC | |
| | | | 272+92± LT | 273+57 LT | | | CONSTRUCTION | T | 195 SF | | | | | | NCL PDF | |
| | | | 275+53 LT | 276+15 LT | | | CONSTRUCTION | T | 367 SF | | | | | | NCL PDF | |
| | | | 275+68.29 LT | 276+05.94 LT | | | CULVERT | P | 105 SF | | | | | | NCL STONE FILL | |
| 6 | LEGERE, SHANNON S. | 4 | 273+59.64 RT | | | | | | | | | | | | MONITOR WELL W-2 | |
| | | | 273+75.60 RT | 273+75.00 RT | | | REMOVE & REPLACE | T | | | | | | | MAILBOX #624 | |
| | | | 273+88 RT | 273+94 RT | | | INSTALL | T | 12 SF | | | | | | | NCL PDF & EC; WALKWAY 5' PAVED |
| | | | 274+58 RT | 275+00 RT | | | DRIVE | T | 238 SF | | | | | | | PAVED |
| | | | 274+87 RT | 275+56 RT | | | CONSTRUCTION | T | 399 SF | | | | | | | NCL PDF & EC |
| | | | 275+25 RT | 275+66± RT | | | SLOPE | T | 412 SF | | | | | | | NCL EC |
| | | | 275+30.92 RT | 275+77± RT | | | CULVERT | P | 278 SF | | | | | | | NCL STONE FILL & DRAINAGE PIPE |
| | | | 275+60.06 RT | | | | DRAINAGE | P | | | | | | | | |
| 7 | GARRIS, JAMES J.; HAMPTON, MICHAEL J. Joined by RICHMOND LAND TRUST | 4 | 275+54± RT | 275+78± RT | | | CONSTRUCTION | T | 53 SF | | | | | | NCL PDF & EC | |
| | | | 275+56± RT | 275+78± RT | | | SLOPE | T | 271 SF | | | | | | NCL EC | |
| | | | 275+77.27 | | | | REMOVE & RESET | T | | | | | | | IRON PIN, UNCAPPED | |

| REVISION NO. | ROW SET SHEET # | DESCRIPTION | DATE |
|--------------|-----------------|-------------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PROJECT NAME: RICHMOND
PROJECT NUMBER: IM 089-2(52)
FILE NAME: r16a183detail.dgn
PROJECT LEADER: C. COTA
DESIGNED BY: F. DALL
R.O.W. DETAIL SHEET 1

PLOT DATE: 30-NOV-2021
DRAWN BY: M. TROTTIER
CHECKED BY: A. PROULX
SHEET 3 OF 20

REMOVAL AND DISPOSAL OF GUARDRAIL
 STA 257+51.2 - 260+75.0 RT
 STEEL BEAM GUARDRAIL, GALVANIZED
 STA 260+57.1 - 260+75.0 LT
 STA 258+29.8 - 260+75.0 RT
 RELOCATE MAILBOX, SINGLE SUPPORT
 STA 259+00.0 LT

COARSE-MILLING, BITUMINOUS PAVEMENT
 STA 259+98.0 - 260+53.0 (DRIVE WAY)
 CONSTRUCT GRAVEL DRIVE
 STA 258+84.6 - 259+25.8 LT
 STA 259+82.4 - 260+71.0 LT
 REMOVE & RESET MAILBOX,
 SINGLE SUPPORT
 STA 259+22.0 LT

MANUFACTURED TERMINAL SECTION, FLARED
 STA 257+93.1 - 258+29.8 RT
 ANCHOR FOR STEEL BEAM RAIL
 STA 260+71.00 LT

**BEGIN R.O.W. PROJECT
 RICHMOND IM 089-2(52)
 STA. 258+85, 44.51' LT**

VTHD
 4x4 CONCRETE
 BOUNDARY MARKER
 UP 4"

N42°59'19"W L: 161.30'

FIRE STATION

N/F
287 EAST MAIN STREET LLC

BEGIN APPROACH RICHMOND
 IM 089-2(52) STA 256+75.00 =
 STOP RICHMOND- BOLTON
 STP 2942(I) STA R 159+55.83

N/F
**GLABICKY, DANIEL;
 GLABICKY, JANINA**

BEGIN PROJECT
 STA 257+75.00

TOWN OF RICHMOND

APPROX. EXISTING STATE R.O.W.
 S48°43'59"E L: 233.89'

**GLABICKY, DANIEL;
 GLABICKY, JANINA**

APPROX. EXISTING STATE R.O.W.
 S39°6'34"E L: 154.00'

INSTALL(T)

CONST(T)

259+34±
 64.46' LT

UE(P)

SR(T)

S51°0'31"E L: 174.02'

US ROUTE 2
 TO WILLISTON

TIE LINE
 N43°40'48"E

256+50

S38°15'52.61"E

257+00

PROPOSED US ROUTE 2

258+00

259+00

260+00

US ROUTE 2
 TO BOLTON

TH-48
 LEMROY CT

VTHD
 4x4 CONCRETE
 BOUNDARY MARKER

N=693750.62
 E=1512681.89

APPROX. EXISTING STATE R.O.W.

TEMPORARY
 CONSTRUCTION
 LIMITS

REMOVE EXISTING
 PAVEMENT REPLACE
 WITH 6" OF TOPSOIL

MATCH LINE
 STA 260+75

LINES SHOWN ON THIS PLAN AS EXISTING
 PROPERTY LINES P/L ARE BELIEVED TO
 BE ACCURATE BUT SHOULD NOT BE RELIED
 UPON FOR PURPOSES UNRELATED TO THE
 STATE OF VERMONT'S ACQUISITION OF LAND
 AND RIGHTS FOR THIS PROJECT.

**FOR R.O.W.
 USE ONLY**

SCALE 1" = 20' - 0"
 20 0 20

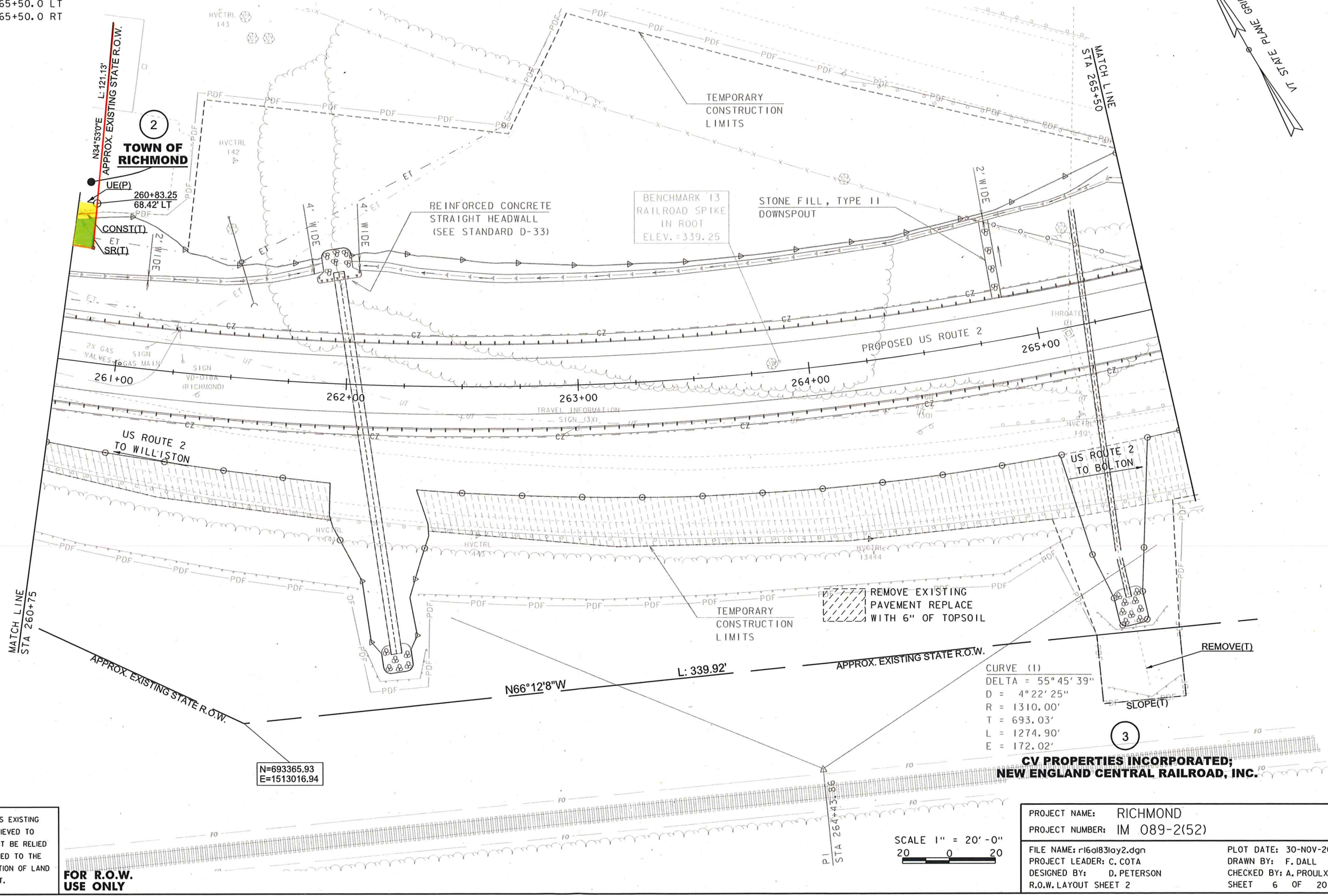
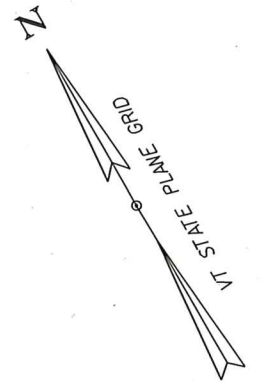
| | |
|------------------------------|------------------------|
| PROJECT NAME: RICHMOND | |
| PROJECT NUMBER: IM 089-2(52) | |
| FILE NAME: r16a183lay1.dgn | PLOT DATE: 30-NOV-2021 |
| PROJECT LEADER: C. COTA | DRAWN BY: F. DALL |
| DESIGNED BY: D. PETERSON | CHECKED BY: A. PROULX |
| R.O.W. LAYOUT SHEET 1 | SHEET 5 OF 20 |

REMOVAL AND DISPOSAL OF GUARDRAIL
 STA 264+72.9 - 265+50.0 LT
 STA 260+75.0 - 265+50.0 RT

REMOVING OF EXISTING FENCE
 STA 264+77.3 - 265+50.0 LT

CHAIN-LINK FENCE, 6 FEET
 STA 264+77.8 LT - 265+45.0 RT

STEEL BEAM GUARDRAIL, GALVANIZED
 STA 260+75.0 - 265+50.0 LT
 STA 260+75.0 - 265+50.0 RT



TOWN OF RICHMOND

**CV PROPERTIES INCORPORATED;
 NEW ENGLAND CENTRAL RAILROAD, INC.**

LINES SHOWN ON THIS PLAN AS EXISTING PROPERTY LINES P/L ARE BELIEVED TO BE ACCURATE BUT SHOULD NOT BE RELIED UPON FOR PURPOSES UNRELATED TO THE STATE OF VERMONT'S ACQUISITION OF LAND AND RIGHTS FOR THIS PROJECT.

FOR R.O.W. USE ONLY

PROJECT NAME: RICHMOND
 PROJECT NUMBER: IM 089-2(52)
 FILE NAME: r16a183lay2.dgn
 PROJECT LEADER: C. COTA
 DESIGNED BY: D. PETERSON
 R.O.W. LAYOUT SHEET 2

PLOT DATE: 30-NOV-2021
 DRAWN BY: F. DALL
 CHECKED BY: A. PROULX
 SHEET 6 OF 20

SCALE 1" = 20'-0"
 20 0 20

N=693365.93
 E=1513016.94

GENERAL INFORMATION

SYMBOLGY LEGEND NOTE

THE SYMBOLGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLGY. THE SYMBOLGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R. O. W. ABBREVIATIONS (CODES) & SYMBOLS

| POINT CODE | DESCRIPTION |
|------------|------------------------------|
| BF | BARRIER FENCE |
| CH | CHANNEL EASEMENT |
| CONST | CONSTRUCTION EASEMENT |
| CUL | CULVERT EASEMENT |
| D&C | DISCONNECT & CONNECT |
| DIT | DITCH EASEMENT |
| DR | DRAINAGE EASEMENT |
| DRIVE | DRIVEWAY EASEMENT |
| EC | EROSION CONTROL |
| HWY | HIGHWAY EASEMENT |
| I&M | INSTALL & MAINTAIN EASEMENT |
| LAND | LANDSCAPE EASEMENT |
| PDF | PROJECT DEMARCATION FENCE |
| R&RES | REMOVE & RESET |
| R&REP | REMOVE & REPLACE |
| R.T. & I. | RIGHT, TITLE, AND INTEREST |
| SR | SLOPE RIGHT |
| UE | UTILITY EASEMENT |
| (P) | PERMANENT EASEMENT |
| (T) | TEMPORARY EASEMENT |
| ■ | BNDNS BOUND SET |
| ⊠ | BNDNS BOUND TO BE SET |
| ⊙ | IPNF IRON PIN FOUND |
| ● | IPNS IRON PIN TO BE SET |
| ⊠ | CALC EXISTING ROW POINT |
| ○ | PROW PROPOSED ROW POINT |
| [LENGTH] | LENGTH CARRIED ON NEXT SHEET |

COMMON TOPOGRAPHIC POINT SYMBOLS

| POINT CODE | DESCRIPTION |
|------------|----------------------------------|
| ⊠ | APL BOUND APPARENT LOCATION |
| ○ | BM BENCHMARK |
| □ | BND BOUND |
| ⊠ | CB CATCH BASIN |
| ⊙ | COMB COMBINATION POLE |
| ⊠ | DITHR DROP INLET THROATED DNC |
| ⊙ | EL ELECTRIC POWER POLE |
| ○ | FPOLE FLAGPOLE |
| ○ | GASFIL GAS FILLER |
| ○ | GP GUIDE POST |
| ⊠ | GSO GAS SHUT OFF |
| ○ | GUY GUY POLE |
| ○ | GUYW GUY WIRE |
| ⊠ | GV GATE VALVE |
| ⊙ | H TREE HARDWOOD |
| △ | HCTRL CONTROL HORIZONTAL |
| △ | HVCTRL CONTROL HORIZ. & VERTICAL |
| ○ | HYD HYDRANT |
| ○ | IP IRON PIN |
| ○ | IPIPE IRON PIPE |
| ⊙ | LI LIGHT - STREET OR YARD |
| ⊙ | MB MAILBOX |
| ○ | MH MANHOLE (MH) |
| □ | MM MILE MARKER |
| ○ | PM PARKING METER |
| □ | PMK PROJECT MARKER |
| ○ | POST POST STONE/WOOD |
| ⊠ | RRSIG RAILROAD SIGNAL |
| ⊙ | RRSL RAILROAD SWITCH LEVER |
| ⊙ | S TREE SOFTWOOD |
| ⊙ | SAT SATELLITE DISH |
| ⊙ | SHRUB SHRUB |
| ⊙ | SIGN SIGN |
| ⊙ | STUMP STUMP |
| ⊙ | TEL TELEPHONE POLE |
| ○ | TIE TIE |
| ⊙ | TSIGN SIGN W/DOUBLE POST |
| ⊙ | VCTRL CONTROL VERTICAL |
| ○ | WELL WELL |
| ⊠ | WSO WATER SHUT OFF |

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

| CODE | DESCRIPTION |
|------|-------------------------|
| PC | POINT OF CURVATURE |
| PI | POINT OF INTERSECTION |
| CC | CENTER OF CURVE |
| PT | POINT OF TANGENCY |
| PCC | POINT OF COMPOUND CURVE |
| PRC | POINT OF REVERSE CURVE |
| POB | POINT OF BEGINNING |
| POE | POINT OF ENDING |
| STA | STATION PREFIX |
| AH | AHEAD STATION SUFFIX |
| BK | BACK STATION SUFFIX |
| D | CURVE DEGREE OF (100FT) |
| R | CURVE RADIUS OF |
| T | CURVE TANGENT LENGTH |
| L | CURVE LENGTH OF |
| E | CURVE EXTERNAL DISTANCE |
| CB | CHORD BEARING |

UTILITY SYMBOLGY

UNDERGROUND UTILITIES

| | |
|----------|---------------------------|
| — UGU — | UTILITY (GENERIC-UNKNOWN) |
| — UT — | TELEPHONE |
| — UE — | ELECTRIC |
| — UC — | CABLE (TV) |
| — UEC — | ELECTRIC+CABLE |
| — UET — | ELECTRIC+TELEPHONE |
| — UCT — | CABLE+TELEPHONE |
| — UECT — | ELECTRIC+CABLE+TELEPHONE |
| — G — | GAS LINE |
| — W — | WATER LINE |
| — S — | SANITARY SEWER (SEPTIC) |

ABOVE GROUND UTILITIES (AERIAL)

| | |
|-------------|---------------------------|
| — AGU — | UTILITY (GENERIC-UNKNOWN) |
| — T — | TELEPHONE |
| — E — | ELECTRIC |
| — C — | CABLE (TV) |
| — EC — | ELECTRIC+CABLE |
| — ET — | ELECTRIC+TELEPHONE |
| — AER E&T — | ELECTRIC+TELEPHONE |
| — CT — | CABLE+TELEPHONE |
| — ECT — | ELECTRIC+CABLE+TELEPHONE |
| — | UTILITY POLE GUY WIRE |

PROJECT CONSTRUCTION SYMBOLGY

PROJECT DESIGN & LAYOUT SYMBOLGY

| | |
|------------------------|-----------------------|
| — — — — — CZ — — — — — | CLEAR ZONE |
| — — — — — | PLAN LAYOUT MATCHLINE |

PROJECT CONSTRUCTION FEATURES

| | |
|---------------------------|----------------------------|
| △ — △ — △ — △ — △ | TOP OF CUT SLOPE |
| ○ — ○ — ○ — ○ — ○ | TOE OF FILL SLOPE |
| ⊙ ⊙ ⊙ ⊙ ⊙ ⊙ | STONE FILL |
| — — — — — | BOTTOM OF DITCH |
| — — — — — | CULVERT PROPOSED |
| — — — — — | STRUCTURE SUBSURFACE |
| PDF — PDF — | PROJECT DEMARCATION FENCE |
| BF — — — — — BF — — — — — | BARRIER FENCE |
| XXXXXXXXXXXXXXXXXXXX | TREE PROTECTION ZONE (TPZ) |
| //// //// //// //// | STRIPING LINE REMOVAL |
| ~~~~ ~~~~ ~~~~ ~~~~ | SHEET PILES |

CONVENTIONAL BOUNDARY SYMBOLGY

BOUNDARY LINES

| | |
|--|--|
| — — — — — TOWN LINE — — — — — | TOWN BOUNDARY LINE |
| — — — — — COUNTY LINE — — — — — | COUNTY BOUNDARY LINE |
| — — — — — STATE LINE — — — — — | STATE BOUNDARY LINE |
| — — — — — | PROPOSED STATE R.O.W. (LIMITED ACCESS) |
| — — — — — | PROPOSED STATE R.O.W. |
| — — — — — | STATE ROW (LIMITED ACCESS) |
| — — — — — | STATE ROW |
| — — — — — | TOWN ROW |
| — — — — — | PERMANENT EASEMENT LINE (P) |
| — — — — — | TEMPORARY EASEMENT LINE (T) |
| — — — — — | SURVEY LINE |
| — P — — — — — P — — — — — | PROPERTY LINE (P/L) |
| — SR — — — — — SR — — — — — SR — — — — — | SLOPE RIGHTS |
| 6f — — — — — 6f — — — — — | 6F PROPERTY BOUNDARY |
| 4f — — — — — 4f — — — — — | 4F PROPERTY BOUNDARY |
| HAZ — — — — — HAZ — — — — — | HAZARDOUS WASTE |

EPSC LAYOUT PLAN SYMBOLGY

EPSC MEASURES

| | |
|-----------------------|---|
| ONNOONNOONNO | FILTER CURTAIN |
| — — — — — | SILT FENCE |
| — X — X — X — X — X — | SILT FENCE WOVEN WIRE |
| — — — — — | CHECK DAM |
| — — — — — | DISTURBED AREAS REQUIRING RE-VEGETATION |
| — — — — — | EROSION MATTING |

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLGY

ENVIRONMENTAL RESOURCES

| | |
|-----------------------------|---------------------------------|
| — — — — — | WETLAND BOUNDARY |
| — — — — — | RIPARIAN BUFFER ZONE |
| — — — — — | WETLAND BUFFER ZONE |
| — — — — — | SOIL TYPE BOUNDARY |
| — T&E — — — — — | THREATENED & ENDANGERED SPECIES |
| HAZ — — — — — HAZ — — — — — | HAZARDOUS WASTE AREA |
| — AG — — — — — | AGRICULTURAL LAND |
| — HABITAT — — — — — | FISH & WILDLIFE HABITAT |
| — FLOOD PLAIN — — — — — | FLOOD PLAIN |
| — OHW — — — — — | ORDINARY HIGH WATER (OHW) |
| — — — — — | STORM WATER |
| — — — — — | USDA FOREST SERVICE LANDS |
| — — — — — | WILDLIFE HABITAT SUIT/CONN |

ARCHEOLOGICAL & HISTORIC

| | |
|---------------------------|----------------------------|
| — ARCH — — — — — | ARCHEOLOGICAL BOUNDARY |
| — HISTORIC DIST — — — — — | HISTORIC DISTRICT BOUNDARY |
| — HISTORIC — — — — — | HISTORIC AREA |
| (H) | HISTORIC STRUCTURE |

CONVENTIONAL TOPOGRAPHIC SYMBOLGY

EXISTING FEATURES

| | |
|---------------------|--------------------|
| — — — — — | ROAD EDGE PAVEMENT |
| — — — — — | ROAD EDGE GRAVEL |
| — — — — — | DRIVEWAY EDGE |
| — — — — — | DITCH |
| — — — — — | FOUNDATION |
| x — x — x — x — x — | FENCE (EXISTING) |
| □ — □ — □ — □ — □ — | FENCE WOOD POST |
| ○ — ○ — ○ — ○ — ○ — | FENCE STEEL POST |
| ~~~~ ~~~~ ~~~~ ~~~~ | GARDEN |
| — — — — — | ROAD GUARDRAIL |
| | RAILROAD TRACKS |
| — — — — — | CULVERT (EXISTING) |
| ○○○○○○○○○○○○○○○○ | STONE WALL |
| — — — — — | WALL |
| ~~~~ ~~~~ ~~~~ ~~~~ | WOOD LINE |
| ~~~~ ~~~~ ~~~~ ~~~~ | BRUSH LINE |
| ~~~~ ~~~~ ~~~~ ~~~~ | HEDGE |
| — — — — — | BODY OF WATER EDGE |
| ~~~~ ~~~~ ~~~~ ~~~~ | LEDGE EXPOSED |

PROJECT NAME: RICHMOND
 PROJECT NUMBER: IM 089-2(52)
 FILE NAME: r16a183legend.dgn
 PROJECT LEADER: C. COTA
 DESIGNED BY: M. LONGSTREET
 CONVENTIONAL SYMBOLGY LEGEND
 PLOT DATE: 30-NOV-2021
 DRAWN BY: M. LONGSTREET
 CHECKED BY: M. LONGSTREET
 SHEET 2 OF 20

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.

The remainder of this page was intentionally left blank

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)

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

**RIGHT OF WAY
ACQUISITION PROCEDURES
IN VERMONT**



PREPARED FOR INFORMATIONAL PURPOSES ONLY
BY THE
AGENCY OF TRANSPORTATION
RIGHT OF WAY SECTION

Revised February 2018

TABLE OF CONTENTS

| <u>SECTION</u> | <u>PAGE</u> |
|---|-------------|
| A. INTRODUCTION..... | 5 |
| B. A PROJECT BEGINS..... | 5 |
| C. THE PROJECT DEVELOPS..... | 5 |
| D. ACQUISITION PROCEDURES..... | 5 |
| E. PUBLIC PARTICIPATION..... | 5 |
| F. DETERMINATION OF NECESSITY, APPRAISAL, NOTICE OF PROCEDURES AND RIGHTS, OFFERS OF COMPENSATION AND AGREEMENT..... | 6 |
| I. Post 502 Public Hearing..... | 6 |
| II. Notice of Procedures and Rights..... | 6 |
| III. Agreement on Taking..... | 7 |
| IV. Title 19 V.S.A. §505 Necessity/Public Purpose Hearing..... | 7 |
| V. Transfer of Title..... | 8 |
| VI. Compensation..... | 8 |
| G. MINOR ALTERATIONS..... | 9 |
| H. GETTING READY TO ACQUIRE..... | 10 |
| I. PROPERTY VALUES DETERMINED..... | 10 |
| J. RELOCATION ASSISTANCE..... | 10 |
| K. RETENTION OF IMPROVEMENTS..... | 10 |
| L. OFFER TO ACQUIRE..... | 11 |
| M. TIME TO CONSIDER..... | 11 |
| N. AGREEMENT REACHED..... | 11 |
| O. AGREEMENT NOT REACHED..... | 12 |
| P. PAYMENT..... | 12 |
| Q. LAND GAINS SALES TAX..... | 12 |
| R. WITHHOLDING TAX ON SALES OR EXCHANGES OF REAL ESTATE..... | 13 |
| S. REAL PROPERTY TAXES..... | 13 |
| T. POSSESSION..... | 13 |
| U. VACATING..... | 13 |
| V. CONDEMNATION FOR RAIL - HIGHWAY PROJECTS..... | 13 |

W. CONDEMNATION OF LAND BY MUNICIPALITIES..... 13
X. ADDITIONAL INFORMATION..... 14

A. INTRODUCTION

THIS BROCHURE IS INTENDED TO PROVIDE A BRIEF SUMMARY OF THE STATE OF VERMONT RIGHT OF WAY ACQUISITION PROCEDURES. THE STATE OR ITS AGENCY OF TRANSPORTATION DOES NOT REPRESENT THE PROPERTY OWNER'S LEGAL INTERESTS. AN OWNER MAY BENEFIT FROM THE ADVICE OF AN ATTORNEY AND MAY CHOOSE TO RETAIN HIS OR HER OWN LEGAL COUNSEL.

B. A PROJECT BEGINS

The State of Vermont (State), through its Agency of Transportation (Agency) is required by Vermont law and by federal law whenever federal funds participate, to complete studies to determine the need for a transportation project.

Since federal funds do participate in nearly every phase of the major portion of our transportation program, the acquisition procedures described in this brochure are in conformance with federal procedures. Generally, these same procedures will be used for projects which are 100% State funded.

C. THE PROJECT DEVELOPS

Studies are made to determine which location will provide maximum service and minimum impact on the people and their environment. Of special concern in determining the location is the displacement of people from their homes, farms, and businesses. When the location has been determined, the project is advanced through the various design stages.

D. ACQUISITION PROCEDURES

Real property for right of way may be acquired in either one of two ways:

- (1) By Agreement, without exercising the right to condemn: Used, generally, by reaching agreement with the owners to acquire the necessary rights, easements and affected properties. [Note: See Section N. Agreement Reached]
- (2) By Condemnation: Used, generally, where the Agency has determined that acquisition of the property is necessary and the parties are not able to reach an agreement. Condemnation requires the State to seek a judgment to obtain the necessary rights, easements and properties. [See Section V. Condemnation of Land by Municipalities for 'Muny' projects]

E. PUBLIC PARTICIPATION

When it is advisable for the State to obtain the right to condemn the property needed for the project, the public has the opportunity to learn the facts and participate in the decision.

Vermont law provides for holding a so-called: "Section 502 Precondemnation Public Hearing," pursuant to Title 19 V.S.A. § 502 (19 V.S.A., Chapter 5, as revised by Act No. 126 of the 2012 Vermont General Assembly). This public hearing is held for the purpose of receiving suggestions and recommendations from the public prior to the Agency's initiating proceedings for the acquisition of any property. At this hearing, the Agency will set forth the reasons for the selection of the route intended and will hear and consider all objections, suggestions for changes, and recommendations made by any person interested. Following the hearing, the Agency may

proceed to lay out the highway and survey and acquire the land in accordance with Title 19 V.S.A. Chapter 5, as revised.

[Note: An additional public hearing, not required by Vermont law, known as a "*Transportation Public Informational Meeting*", may be held to give interested parties an opportunity to discuss alternate alignments and design issues and to provide oral or written testimony.]

F. DETERMINATION OF NECESSITY, APPRAISAL, NOTICE OF PROCEDURES AND RIGHTS, OFFERS OF COMPENSATION AND AGREEMENT

I. Post "502 Public Hearing"

As indicated above, after considering objections, suggestions and recommendations received from the public during the "502 Public Hearing", if the Agency finds the taking (acquisition) of property in question to be necessary, it will survey the property and make a written determination of necessity.

An appraisal will then be conducted, unless the property owner offers to donate the property after being fully informed by the Agency of the right to receive just compensation for damages, or the Agency determines that an appraisal is unnecessary because the valuation question is uncomplicated and the Agency estimates the acquisition to have a low fair market value. The Agency will prepare a waiver valuation estimate to establish the offer of just compensation for the acquisition if it is determined that an appraisal is not required. In the event that an appraisal is required, the property owner or his or her designee will be given an opportunity to accompany the appraiser during the inspection of the property.

The Agency will then prepare a written offer of just compensation, which will include a statement of the basis for the offer and a legal description of the property proposed to be acquired. It will make every reasonable effort to acquire property expeditiously through negotiation.

The Agency will hand-deliver or send by mail to interested persons a copy of this brochure and the offer of just compensation. **THIS BROCHURE CONTAINS AN IMPORTANT NOTICE OF PROCEDURES AND RIGHTS WHICH IS AS FOLLOWS.**

II. Notice of Procedures and Rights

(i) The Agency is seeking to acquire the property described in the offer of just compensation for the project.

(ii) Agency representatives are available to discuss the offer of just compensation.

(iii) The Agency does not represent the property owner, and he or she may benefit from the advice of an attorney.

(iv) If the Agency and the property owner are unable to reach agreement on the Agency's legal right to take the property, the Agency may file a complaint in Superior Court to determine this issue. The property owner has the right to challenge the taking by contesting the necessity of the taking, the public purpose of the project, or both, but must contest these issues by filing an answer to the complaint with the court. If the owner does not file a timely answer, the court may enter a default judgment in favor of the Agency.

(v) The property owner may enter into an agreement with the Agency stipulating to the Agency's legal right to take his or her property without waiving the owner's right to contest the amount of the Agency's offer of compensation.

(vi) If the Agency and the property owner agree that a taking is lawful, or if a court issues a judgment authorizing the Agency to take the owner's property, title to the property will transfer to the Agency only after the Agency files documentation of the agreement or judgment with the town clerk, pays or tenders payment to the owner, and sends or delivers to the owner a notice of taking.

(vii) To contest the amount of compensation received, the owner must file an action with the Transportation Board or in Superior Court within 90 days of the notice of taking, except that the issue of compensation ("damages") must be decided by the Superior Court if the owner's demand exceeds the Agency's offer of just compensation by more than \$25,000.00. The owner or the Agency may appeal a decision of the Transportation Board to the Superior Court, and may appeal a decision of the Superior Court to the Vermont Supreme Court. Either party is entitled to demand a trial by jury in Superior Court on the issue of damages.

(viii) A copy of the appraisal or the waiver valuation estimate will be furnished by the Agency at the owner's request.

(ix) In the event relocation assistance is needed, a separate information brochure summarizing those rights will be provided. [See Section J. Relocation Assistance]

III. Agreement on Taking

When a condemnation proceeding is pending before the Superior Court, a property owner may enter into an agreement with the Agency stipulating to the necessity of the taking and the public purpose of the project, to damages, or to any of these. **THE AGREEMENT WILL INCLUDE:**

(i) a statement that the person executing the agreement has examined a survey or appraisal of the property to be taken;

(ii) an explanation of the legal and property rights affected;

(iii) a statement that the person has received the required documents; and

(iv) if the agreement concerns only the issues of necessity or public purpose, a statement that the right of the person to object to the amount of compensation offered is not affected by the agreement.

Per Title 19 V.S.A., Chapter 5, as revised, once an agreement is executed, the Agency will prepare a notice of condemnation and will file it in accordance with Title 19 V.S.A. §506. The notice of condemnation will include a legal description of the property to be taken. 19 V.S.A. § 503. [Note: For a description of the Agency's purchasing authority in addition to the procedures outlined in this section, see Section N. Agreement Reached]

IV. Title 19 V.S.A. § 505 Necessity/Public Purpose Hearing

In the event that the Agency and the property owner are unable to reach agreement on the Agency's legal right to take the property, the Agency may file a complaint in Superior Court, Civil

Division to determine this issue. The property owner has the right to challenge the taking by contesting the necessity of the taking, the public purpose of the project, or both, but must contest these issues by filing an answer to the complaint with the court. If the owner does not file a timely answer, the court may enter a default judgment in favor of the Agency. 19 V.S.A. § 504.

The court will hear all persons that are affected who wish to be heard. However, if a property owner objects to the complaint, he or she must give or mail the court a written response called an "Answer" within the time period required by the Vermont Rules of Civil Procedure; a copy of the Answer must also be sent to the Agency's attorneys located at:

*Vermont Agency of Transportation
Assistant Attorney General's Office
One National Life Drive
Montpelier, Vermont 05633-5001*

A PROPERTY OWNER WILL LOSE HIS OR HER RIGHT TO BE HEARD ON THE NECESSITY PETITION IF THE OWNER DOES NOT TIMELY FILE A WRITTEN ANSWER WITH THE COURT. The owner will not get to tell his or her side of the story, and the Court may decide against the Owner and grant the Agency the right to proceed with acquisition of the property needed for the project.

Per Title 19 V.S.A. § 505(a)(1), if a timely answer is filed contesting necessity of a taking or public purpose of a project, the court will schedule a "final hearing" to determine the contested issues within 90 days after the deadline for filing an answer by the last interested person served.

V. Transfer of Title

If the Agency and property owner agree that a taking is lawful, or if a court issues a judgment authorizing the Agency to take the owner's property, title to the property will transfer to the Agency when the Agency files documentation of the agreement or judgment with the town clerk, pays or tenders payment to the owner, and sends or delivers to the owner a notice of taking. 19 V.S.A. § 506 (Judgment of Condemnation).

VI. Compensation

The amount of compensation to be paid to the owner is set forth in the Agency's written offer of just compensation. In the event that the court issues a judgment upholding the Agency's determination that the property acquisition is necessary and for a public purpose, that compensation is paid to the owner. In order to contest the amount of compensation received, the owner must file an action with the Transportation Board or in Superior Court within 90 days of the notice of taking, except that the issue of compensation ("damages") must be decided by the Superior Court if the owner's demand exceeds the Agency's offer of just compensation by more than \$25,000.00. The owner or the Agency may appeal a decision of the Transportation Board to the Superior Court, and may appeal a decision of the Superior Court to the Vermont Supreme Court. Either party is entitled to demand a trial by jury in Superior Court on the issue of damages. 19 V.S.A. § 511.

[Note: To receive compensation either by Agreement or transfer of title by Superior Court Judgment of Condemnation, an IRS W-9 Request for Taxpayer Identification Number and Certification form must be filled out and submitted.]

Within 15 business days of the issuance of a Judgment of condemnation by the court or of the preparation of notice of condemnation by the Agency in accordance with subdivision 503(e)(2) the Agency shall:

- (i) Record the judgment or notice, including the description of the property taken, in the office of the clerk of the town where land is situated;
- (ii) Tender to the property owner, or deposit with the court, the amount of the offer of compensation prepared under subsection 503(b) or any other amount agreed to by the owner; and
- (iii) Mail or deliver to the owner a notice of taking stating it has complied with requirements of subsection 506(a).

G. MINOR ALTERATIONS

Right-of-way acquisition for certain projects may be handled under 19 V.S.A. § 518 Minor Alterations to Existing Facilities and 19 V.S.A. § 923 Quasi-Judicial Process. These include:

- Projects which qualify as Categorical Exclusions (CEs) under federal law; and
- Projects involving emergency repairs to or emergency replacement of an existing bridge, culvert, highway, or State-owned railroad.

The Agency will make reasonable efforts to negotiate voluntary settlements with each affected owner. If negotiations fail, the Agency will schedule a formal minor alterations hearing before an Administrative Hearing Officer.

- (1) Notice - Written notice by certified mail shall be given to the property owner or any interested person describing the proposed activity affecting the property. The notice shall include a date and time when the Hearing Officer shall inspect the premises. The notice shall precede the inspection by 30 days or more except in the case of an emergency.
- (2) Inspection of premises and hearing - The Hearing Officer shall view the area and conduct a hearing to receive any testimony pertinent to the project, including suggested awards for damages, if any.
- (3) Necessity - The Hearing Officer shall decide on the necessity for the activity or work proposed and establish any conditions for accomplishing it. This includes the award of damages, if applicable. The decision and the reason for it shall be announced within 10 days of the inspection unless formally delayed by the Hearing Officer in order to receive more testimony.
- (4) Notifying parties - The Hearing Officer shall notify the property owner and other interested parties of their decision. They shall file a copy of their decision with the town clerk within 10 days of their announcement.
- (5) Appeal - If a property owner is dissatisfied with the award for damages the owner may appeal using any procedures listed in chapter 5 of Title 19 V.S.A. Notice or petition for appeal shall not delay the proposed work or activity.

H. GETTING READY TO ACQUIRE

The Right of Way Section of the Agency of Transportation establishes right of way limits, determines ownership of the areas within and outside such limits, determines the fair market value of the portions affected including damages (if any), provides assistance to displaced persons, farms, and businesses, manages acquired property and negotiates settlements.

All phases of right of way work in which federal funds will participate require federal authorization before it can proceed.

[Note: In accordance with the provisions of Title VI of the 1964 Civil Rights Act, the Agency, in all of its right of way activities, ensures that no person on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal assistance. These

federal protections are extended to property owners as interested parties involved in the right of way process with the Agency and include such activities as initial property appraisals and summary of valuation, public participation, acquisition, relocation, and any subsequent agreements resulting from the interactive right of way process.]

I. PROPERTY VALUES DETERMINED

The acquisition effects on property will be valued by a licensed appraiser, or a Right of Way agent/negotiator if the acquisition and value are considered uncomplicated and under \$25,000. Either an Appraisal Report will be prepared by an appraiser, or a Waiver Valuation Estimate (simplified valuation) will be prepared by an agent/negotiator. A value amount will be determined prior to the initiation of negotiations. It is generally accomplished by comparing prices at which similar properties have sold recently and also could be based on an equalized property assessment for the subject property.

The Appraisal Report or the Waiver Valuation Estimate will be reviewed by a Review Appraiser, Right of Way Acquisition Chief, or qualified designees who have the responsibility for final approval of the values estimated for just compensation.

J. RELOCATION ASSISTANCE

Relocation assistance and payments are provided for all occupants of property acquired for federal-aid projects in compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. For a copy of the Agency's Relocation Assistance brochure to help answer relocation assistance questions, please contact the Relocation Assistance Officer assigned to the project, or the Chief of Acquisitions, Vermont Agency of Transportation, Right of Way Section, One National Life Drive, Montpelier, VT 05633-5001.

K. RETENTION OF IMPROVEMENTS

Property owners may be given the opportunity to retain their homes or other buildings for removal from the right of way and for relocation to another site prior to a specific date. Some buildings are moved easily, others are not. Responsibility for moving the building rests with the property owners. If retention of a building is offered, the State will make the property owners an alternate offer equal to the fair market value offer minus the predetermined disposal value of the building. Retention offers are made at the same time as the fair market value offer.

L. OFFER TO ACQUIRE

Every reasonable effort will be made to acquire real property by negotiation. It should be noted that the State's offer is a determination of current fair market value of the property to be acquired for the Project.

A qualified agent of the Agency will contact affected property owners to make a prompt offer for the full amount it has established and approved as just compensation for the real property to be acquired. A written statement of, and summary of the basis for the amount of the offer, an identification of the real property and the compensation to be paid for the real property and damages to the remaining real property, if any, will be made separately to interested persons. If a partial acquisition leaves a property owner with a remainder which has little value or utility, the Agency may offer to acquire that remainder at its fair market value.

Every reasonable effort will be made to contact each affected property owner either in person or by certified mail. The agent, in order to give the owner a complete understanding of the project, will explain the project plans, appraisal process, acquisition documents, the "Right Of Way Acquisition Procedures In Vermont" brochure, and anything else pertinent to the parcel and project. The offer of just compensation and any other applicable offers will be made in writing. If replacement housing is involved a Relocation Assistance Officer will generally be present. Property owner legal rights will be explained and questions will be answered at that time, or at the earliest possible date. Copies of all relevant materials will be provided for the property owner's use and the owner's opinions will be requested. From that point on, as many contacts as reasonably necessary will be made in an attempt to answer owner questions and negotiate final compensation.

M. TIME TO CONSIDER

Property owners will be given a reasonable time to consider the offer and obtain professional advice or assistance if they so desire. In no event will negotiations be conducted in order to compel an agreement on the price to be paid for the property. In many cases, a discussion of the areas of concern can result in the owners reaching an agreement which will save project time and money.

N. AGREEMENT REACHED

In addition to the procedures described in Section F. Determination of Necessity, Appraisal, Notice of Procedures and Rights, Offers of Compensation and Agreement, when the Agency and property owner reach agreement as to land and/or easements to be acquired, as well as the compensation therefor, an "Option" document, prepared by the Agency, is presented to the owner(s) for execution. The Option specifies the real property is to be conveyed by Deed, the amount of money to be paid, and any undertaking to be performed agreed to during negotiations. A Grant of Temporary Rights (GTR) document is used instead of an Option when the acquisition consists of temporary easements only. In addition, a more formal settlement process is available. [See Subsection F. II. Agreement on Taking] To receive compensation from the Agency, either by Agreement or transfer of title by Superior Court Judgment of Condemnation, an IRS W-9 Request for Taxpayer Identification Number and Certification form must be filled out and submitted. [Note: If the property owner does not submit a W-9 form, the compensation payment will be held in escrow until a properly completed W-9 is received. This provision does not apply to Minor Alterations procedures.]

O. AGREEMENT NOT REACHED

If a property owner, or other interested person having a legal and compensable interest in the property to be acquired, is unable to agree with the Agency on the amount of compensation to be paid, such person is entitled to be heard by the appropriate Superior Court. [See Section F. referenced above]

The title or rights in the land to be acquired passes to the State once the Judgment of Condemnation is filed with the municipal clerk and the State's check for payment of the damage award is paid or tendered, and the notice of taking issued.

When an owner or interested person is dissatisfied with the written offer of compensation the owner or interested party can file a request for hearing on the issue of compensation with the Superior Court or the Transportation Board, as appropriate.

In order to contest the amount of compensation received, the owner must file an action with the Transportation Board or in Superior Court within 90 days of the Notice of Taking, except that the issue of compensation ("damages") must be decided by the appropriate Superior Court if the owner's demand exceeds the Agency's offer of just compensation by more than \$25,000.00. The owner or the Agency may appeal a decision of the Transportation Board to the Superior Court, and may appeal a decision of the Superior Court to the Vermont Supreme Court. Either party is entitled to demand a trial by jury in Superior Court on the issue of damages. 19 V.S.A. § 511.

P. PAYMENT

When an Option agreement, or formal agreement (as referenced in Subsection F. III. Agreement on Taking), is reached, partial releases are first obtained from all mortgagees/lien holders where the value of the real estate to be acquired is greater than \$10,000. The Option is then processed for payment with the payment check made payable jointly to all persons having an interest. The check and the original Warranty Deed (along with an accompanying Vermont Property Transfer Tax Return) are sent via certified mail to the owner. Title passes to the State when the Warranty Deed is properly executed (signed, dated, and notarized).

When a Grant of Temporary Rights agreement is reached partial releases are not necessary; the payment check is made payable solely to the owner(s), and the transaction is considered completed when payment is made.

When agreement is not reached during negotiations, payment is made after the Superior Court issues a Judgment of Condemnation. The check is made payable jointly to all persons having an interest including mortgagees/lien holders, and is mailed to the owner. Title passes to the State when the Judgment of Condemnation is recorded in the land records of the appropriate municipality, payment has been tendered and Notice of Taking issued.

Q. LAND GAINS SALES TAX

Vermont statutes require that anyone, including the State of Vermont, who purchases property held by the seller for less than six (6) years must file a Vermont Land Gains Withholding Tax Return at the time payment is made, with certain exceptions. In addition, the buyer must withhold and forward to the Vermont Department of Taxes, ten percent (10%) of the total sales price attributable to the land acquired. If a property owner has owned property less than six (6) years, this provision may apply and may affect total compensation. Owners are eligible for reimbursement of any or all of the 10% of the selling price withheld, which is applied toward the Vermont land gains tax. To receive reimbursement owners must provide the State with proof of the amount of tax actually paid.

R. WITHHOLDING TAX ON SALES OR EXCHANGES OF REAL ESTATE

Vermont statutes require, with certain exceptions, that in the case of any sale or exchange of real property located in Vermont by a nonresident of Vermont, the transferee (buyer) must withhold and transmit to Vermont Department of Taxes, a withholding tax equal to two and one half percent (2 1/2%) of the consideration paid for the transfer. If a property owner is a nonresident of Vermont this statute may apply to them.

S. REAL PROPERTY TAXES

The owners of real property acquired in fee for federal-aid transportation projects are entitled to receive reimbursement for certain real property taxes incurred. The State will reimburse the pro rata portion of real property taxes paid that are allocable to a period after the date of vesting title in the State or the date of possession by the State, whichever is earlier.

T. POSSESSION

The State will not require an owner to give up possession of the real property acquired or to be acquired until the State has paid that owner the agreed purchase price of an amount not less than the approved estimate of just compensation, or the amount of compensation awarded by condemnation order.

U. VACATING

The State, to the greatest extent practicable, will not require any person lawfully occupying real property to move from a dwelling, or to move a farm operation or business, without at least 90 days written notice of the date by which such move is required.

V. CONDEMNATION FOR RAIL - HIGHWAY PROJECTS

For certain projects involving alterations to rail-highway crossings (including both at-grade crossings and grade-separated crossings), the railroad or the Agency (in cases involving State-owned railroads) may petition the Transportation Board under 5 V.S.A. §§ 3542-3546 to conduct a condemnation hearing. Under the Vermont statutes, the Board will schedule a publicly warned hearing, with notice to the affected property owners, the Town's selectboard, the railroad, and the Agency. At the hearing, the Board will hear testimony and other evidence as to the need for the proposed alterations and the damages, if any, to be awarded affected property owners. Following the hearing, the Board will issue a written decision, with findings as the need for the proposed alterations and the damages, if any, to be awarded affected property owners. Once the Board's decision is recorded in the land records, the railroad or the Agency (in cases involving State-owned railroads) will be responsible for paying the damages awarded by the Board.

If dissatisfied with the Board's damage award, the affected property owner, the town, the railroad, or the Agency may, within 90 days of the award, appeal to Superior Court under 5 V.S.A. §§ 3530 and 3543.

W. CONDEMNATION OF LAND BY MUNICIPALITIES

When a municipality (*i.e.*, a town, city or village) condemns land for a federal-aid transportation project to be constructed by the Agency under a Right of Way Maintenance and Finance Agreement between the municipality and the Agency, the municipality is responsible for acting as

the condemning authority. Vermont's statutes require the municipality's legislative body (*i.e.*, its Selectboard, City Council, Aldermen or Trustees) to conduct a duly warned public hearing for this purpose.

Within 60 days of the public hearing, the legislative body is to record its findings and order with the municipal clerk. If the legislative body determines that a person through whose land the highway passes or abuts is entitled to just compensation, its findings and order should include a determination as to the amount of damages to be paid the person. Once the order is recorded, payment of the damage award will be processed by the Agency and a compensation check will be issued by the State of Vermont.

If an owner or interested person is dissatisfied with the amount of damages awarded, then he or she, within 30 days of the date on which the order is recorded with the municipal clerk, may appeal the order of the legislative body to the Superior Court, where a request for trial by jury on the question of damages may be made. The Vermont statutes provide for additional methods of appeal for damages and a dissatisfied owner may wish to consult an attorney.

In general, the legislative body of the municipality may cause a survey to be made of the land needed for a highway, hold a duly noticed public hearing, issue its findings and order within 60 days after the hearing, and tender the amount of damages awarded. If only damages are appealed and there are no buildings on the property taken, the municipality may not take possession of the land in less than two months *without the consent of the owner*. If buildings are on the land taken, then the municipality may not take possession of the land in less than six months *without the consent of the owner*. In any case, compensation must be paid or tendered prior to the municipality's taking possession. At this point, the municipality may proceed with construction unless an aggrieved owner has appealed a question of necessity to the Superior Court.

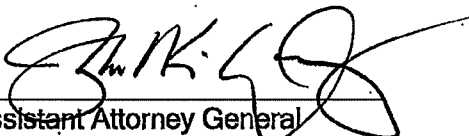
X. ADDITIONAL INFORMATION

For additional information on RIGHT OF WAY ACQUISITION PROCEDURES IN VERMONT,

write to: Vermont Agency of Transportation, Right of Way Section,
One National Life Drive, Montpelier, Vermont 05633-5001

or call: 1-800-866-7099 (Right of Way Section's toll-free phone #)

APPROVED AS TO FORM:


Assistant Attorney General
Vermont Agency of Transportation

2/2/2018
Date