

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **LOTTA H. ROSEN and EARL ROSEN, III, Trustees of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016**, of Richmond, County of Chittenden and State of Vermont, (herein “Grantor”), in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to its full satisfaction by **SCOTT STRODE**, of Boston, County of Suffolk and Commonwealth of Massachusetts (herein “Grantee”), does hereby FREELY GIVE, GRANT AND CONVEY unto said Grantee, and his heirs and assigns forever, (a) a non-exclusive easement for the purpose of ingress, egress and underground utilities, and (b) a non-exclusive easement for the purpose of constructing and maintaining stormwater management system improvements, over, on and through property owned by Grantor, in the Town of Richmond, County of Chittenden and State Vermont bounded and described as follows, vis:

Being a portion of the lands and premises conveyed to Lotta H. Rosen and Earl Rosen III, Trustees of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016 by Warranty Deed from Earl Rosen and Lotta Rosen dated August 14, 2017 and recorded in Volume 241 at Page 524 of the Town of Richmond Land Records. Also being a portion of the lands and premises conveyed to Earl Rosen and Lotta Rosen to by Warranty Deed from Ernest Paquette and Gudrun Paquette dated February 14, 2000 and recorded in Volume 114 at Page 224 of the Town of Richmond Land Records. The easements conveyed herein are depicted on a plat entitled: “Lands of Scott Strode, Lots 21 & 22, Dugway Road, Richmond, Vermont, Subdivision Amendment Survey Plat” Drawing PL-1 and PL-2, prepared by Barnard & Gervais, LLC, dated December 21, 2022, last revised August 15, 2023 and recorded in Map Slide ____ of the Town of Richmond Land Records (the “Plat”). Said lands and premises are more particularly described as follows:

DRIVEWAY EASEMENT

Being a fifty foot (50’) wide driveway easement, in common with Grantors, for ingress, egress and underground utilities from Dugway Road to the southerly boundary of Lot 21 and Lot 22, which easement is shown as “50’ R.O.W.

ACCESS TO LOTS 21 & 22 AS SHOWN ON SURVEY REFERENCE #1 TO BE REALIGNED” on the Plat. The first fifty (50) feet of the Access Easement is shared by Grantors as the owners of Lot 24 and Lot 25 to provide access to the home and driveway on Lot 24 (the “Shared Portion”). The remaining portion of the Access Easement extends from the terminus of the Shared Portion to the southerly boundary line of Lot 21 and Lot 22 as shown on the Plat (the “Remaining Portion”). Grantee, by accepting and recording this Deed, acknowledges and agrees for himself and his heirs and assigns: (a) that Grantors and Grantee shall be equally responsible for one-half (1/2) of the costs to maintain, repair and replace the Shared Portion of the driveway, including the costs for the removal of snow and ice from the Shared Portion of the driveway; provided, however, that Grantee shall not be responsible for paying his pro rata share of such costs until the Shared Portion is used by Grantee for access to Lot 21 or Lot 22; (b) that Grantee shall indemnify, defend and hold Grantors, and their heirs, successors and assigns, harmless from any action, claim, damage, penalty or cost, including court costs and reasonable attorneys’ fees, arising from Grantee’s use of the Access Easement; (c) that any damage to Lot 24 or Lot 25 resulting from Grantee’s construction, use or maintenance of the Access Easement shall be promptly repaired by Grantee to its original condition, reasonable wear and tear excepted; (d) that Grantee shall be solely responsible for the costs of constructing, maintaining, repairing and replacing the Remaining Portion of the Access Easement, including the costs for the removal of snow and ice from the Remaining Portion; and (e) that Grantee may utilize the Access Easement to provide access to up to four house sites on Grantee’s property.

STORMWATER MANAGEMENT SYSTEM EASEMENT

Being three distinct easement areas depicted as “STORMWATER EASEMENT #1”, “STORMWATER EASEMENT #2” AND “STORMWATER EASEMENT #3” on the Plat. The easement rights conveyed herein are for the placement, installation, construction, maintenance and repair of certain stormwater management system infrastructure, including but not limited to stormwater detention basins and associated appurtenant improvements. Grantee, by accepting and recording this Deed, acknowledges and agrees for himself and his heirs and assigns that: (a) that Grantees shall be solely responsible for the costs to install, construct, maintain, repair and replace the stormwater management system within said easement areas; and (b) that Grantee shall indemnify, defend and hold Grantors, and their heirs, successors and assigns, harmless from any action, claim, damage, penalty or cost, including court costs and reasonable attorneys’ fees, arising from Grantee’s use of the Stormwater Management System Easement.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD the easements and rights granted herein, with all the

privileges and appurtenances thereof, to the said Grantee, **SCOTT STRODE**, and his heirs and assigns, to their own use and behoof forever; And the said Grantor, for itself and its successor and assigns, does hereby covenant with the herein Grantee, **SCOTT STRODE**, and his heirs and assigns, that until the ensealing of these presents, it is lawfully seized of the herein granted premises, that it has good right and title to convey the same in the manner aforesaid, and that it, and its successors and assigns fully warrant and defend them against all encumbrances.

IN WITNESS WHEREOF, **LOTTA H. ROSEN and EARL ROSEN, III, Trustees of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016** do hereby execute this Easement Deed this ____ day of _____, 2023.

Lotta H. Rosen, Trustee of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016

Earl Rosen, III, Trustee of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this ____ day of _____, 2023, personally appeared **LOTTA H. ROSEN and EARL ROSEN, III, Trustees of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016**, known to me to be the persons who executed the foregoing instrument, and they acknowledged this instrument, by them signed, to be their free act and deed, individually and in his/her/their legal capacities as **Trustees of the Lotta H. Rosen Family Trust u/t/a dated December 1, 2016**.

Date

Notary Public – State of Vermont

Printed Name:
Commission No.:
Commission Expires: 1/31/25