

QUITCLAIM DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That **SCOTT STRODE**, of Boston, County of Suffolk and Commonwealth of Massachusetts, Grantor, in the consideration of Ten Dollars and other good and valuable consideration paid to his full satisfaction by **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, Grantee, by these presents, has remised, released and forever quitclaimed unto the said Grantee, **LOTTA H. ROSEN AND EARL ROSEN, III, TRUSTEES OF THE LOTTA H. ROSEN FAMILY TRUST U/T/A DATED DECEMBER 1, 2016**, and its successors and assigns forever, such permanent right and easements under and upon a certain piece of land in the Town of Richmond, in the County of Chittenden, and State of Vermont, described as follows, viz:

Being those certain easement rights more fully set forth in a Warranty Deed from Grantee herein to Grantor herein dated August 23, 2021 and recorded September 1, 2021 in Volume 263 at Page 221 of the Town of Richmond Land Records, and being specifically set forth therein as follows:

“Included herein and conveyed to Grantee and his heirs and assigns is the benefit of 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 “Right of Way Through Lots 24 & 25 in Favor of Lots 21 & 22” on the Plat, including the area depicted as “Reserved for Future Road Realignment” on the Plat (the “Access Easement”). The centerline of the Access Easement shall be the centerline of the driveway as installed. 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 (½) 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.”

This deed, and another Easement Deed of even date herewith from Grantee herein to Grantor herein, are being executed for the purpose of relocating and revising the easement rights established in the August 23, 2021 deed from Grantee herein to Grantor herein.

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 said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **LOTTA H. ROSEN AND EARL ROSEN, III, TRUSTEES OF THE LOTTA H. ROSEN FAMILY TRUST U/T/A DATED DECEMBER 1, 2016**, and its successors and assigns, to their own use and behoof forever; and the said Grantor, **SCOTT STRODE** for himself and his heirs and assigns, covenants with the said Grantee, **LOTTA H. ROSEN AND EARL ROSEN, III, TRUSTEES OF THE LOTTA H. ROSEN FAMILY TRUST U/T/A DATED DECEMBER 1, 2016**, and its successors and assigns, that from and after the ensembling of these presents, he will have and claim no right in or to the said quitclaimed easement.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed on this ____ day of _____, 2023.

Scott Strode

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____, SS.

Before me, on this ____ day of _____, 2023, personally appeared Scott Strode, known to me to be the persons who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed.

Date

Notary Public

Printed Name:
Commission No.:
Commission Expires: ____/____/____