

BREAKDOWN OF FEES

\$ 25

ZONING FEES:

ACCESS PERMIT:

DRB:

R.O.W. FEES

FIRE IMPACT

WATER EXCAVATION:

RECORDING FEES:

\$ 15

TOTAL:

\$40

CHECK NUMBER:

94

NOTES:

For CO 2026 005

(Gr re: JR 1330)



Planning & Zoning Office
Town of Richmond P.O. Box 285
Richmond, VT 05477
802-434-2430
www.richmondvt.gov

May 15, 2026

Jay McCormack
PO Box 698
Richmond, Vermont 05477

Re: Certificate of Occupancy, 2026-005 for Zoning Permits 2024-02 and 2025-75.

Dear Applicant,

Enclosed, please find your approved Certificate of Occupancy application for the Zoning Permit referenced above. Because the proposed use of the structure or land conforms to the requirements of the Richmond Zoning Regulations, and because you have provided updated site plans and confirmed that the grade of the driveway is under 12%, the Zoning Permit associated with this project is now closed.

Please note that the updated site plans you provided are attached to this CO. For your information, the updated plans have also been added to the files for Zoning Permit 2025-75. Also attached, for reference, are your engineer's slope certification letter, an Authorization to Discharge Permit 9784-9020, and recorded underground utility easements for Vermont Electric Cooperative, Inc.

As always, please get in touch with the Planning & Zoning Office if you have any further questions.

Respectfully,

Danté DeNault
Zoning Administrator & E911 Coordinator
Town of Richmond, Vermont



CERTIFICATE OF OCCUPANCY APPLICATION

Permit #: 60 2026-095
Parcel ID: JR1330
Fee: \$25.00 + Applicable

For information contact the Zoning Administrative Officer at 434-2430.

Other federal, state and local permits or approvals may additionally be required, the applicant retains the duty to obtain all relevant and applicable approvals. To inquire about State permits contact the State Permit Specialist at 802-477-2241.

Application Date: 5/13/26 Physical Address of Property: 1330 Jericho Rd

Applicant Name: JAY MCCORMACK Property Owner Name: JAY MCCORMACK

Applicant Mailing Address: P.O. Box 698 Richmond, VT 05477 Owner Mailing Address: ←

Phone: 802.598.2953 Phone: ←
Email: JAYT.MCCORMACK@gmail.com Email: ←

The purpose of this permit request is to certify that the structure or use at the above location conforms to the approved plans filed with the Zoning Administrative Officer for the zoning permit referenced below and with all applicable provisions of the Richmond Zoning Regulations. No construction may be commenced or change of use made which is inconsistent with this permit.

Certificate of Occupancy Requested for the following Permits (include zoning permit numbers of previously approved permits, the permit number can be found on the top right-hand side of permit application form): Permit # 2024-02 & 2025-75

As per VSA 24 section 4449, for building projects (including new construction, additions, alterations, renovations or repairs to an existing building) a certificate shall be presented to the Zoning Administrative Officer certifying the building has been constructed in compliance with the requirements of the residential building energy standards (RBES) or the commercial building energy standards (CBES). A copy of the certificate shall also be recorded in the land records. An additional \$15 per page recording fee shall be charged for the recording of this documents.

Signatures: The undersigned hereby certifies this information to be complete and true

Applicant Signature [Signature] Date 5/13/26 Property Owner Signature [Signature] Date 5/13/26

— DO NOT WRITE BELOW THIS LINE—OFFICE USE ONLY—DO NOT WRITE BELOW THIS LINE—OFFICE USE ONLY—DO NOT WRITE BELOW THIS LINE—OFFICE USE ONLY—

Application Complete Date: 5/13/26 Decision: APPROVED DENIED / WITHDRAWN Recording Fee: \$410 total

Comments: Final Walkthrough completed on 5/12/26 and
Stabilization achieved on 5/13/26. Confirmed that width of driveway
does not exceed 36' 36" maximum width at multiple points. Engineered
confirming that driveway grade does not exceed 12% (see attached letter).
Zoning Administrative Officer signature: [Signature] Date: 5/15/26

Underground Utility Easements can be found at Book 236, Pages 653-656 (see attached)

TOWN CLERK'S OFFICE Received for Record: A.D. At o'clock minutes M
And Recorded in Book: page Attest:

Updated ~~See~~ Sketch Plan Provided on 5/13/26, Fulfilling the one Condition of Approval imposed on Zoning Permit ~~2025-75~~ 2025-75 (see attached)



O'Leary-Burke Civil Associates, PLC

CIVIL ENGINEERING | REGULATORY AND PERMIT PREPARATION | LAND SURVEYING | CONSTRUCTION SERVICES | LAND USE PLANNING

December 2, 2025

Keith Osborne
Director of Planning and Zoning
Town of Richmond
203 Bridge Street
Richmond, VT 05477

RE: 1330 Jericho Road – Driveway Grade Letter

Dear Keith,

We are writing on behalf of Jay McCormack, owner of 1330 Jericho Road in Richmond, VT to certify that the driveway to access his property has been built to a grade that does not exceed 12%, as required by the Town of Richmond Zoning Regulations. The grade of the driveway was calculated from survey data collected on April 4, 2025, October 23, 2025, and December 1, 2025.

Sincerely,



Bryan Currier, P.E.



Vermont Department of Environmental Conservation
Watershed Management Division
1 National Life Drive, Davis 3
Montpelier, VT 05620-3522

Agency of Natural Resources
[phone] 802-828-1115

12/6/2024

Dear Permittee(s),

The Notice of Intent for the discharge of stormwater runoff from Low Risk Construction Activity under Construction General Permit (CGP) 3-9020 (March 19, 2020) has been authorized. You will need the following documents to maintain compliance with this authorization. Enclosed with this cover letter is your **Authorization to Discharge under General Permit 3-9020** and a copy of the **Notice of Authorization** that you must post at your construction site. In addition, any additional Owners and Operators that were not identified on the Notice of Intent at the time of application must file a **Notice of Addition of Co-Permittee**. See below for more details on these and other permit requirements.

1. Authorization to Discharge under General Permit 3-9020

The authorization for Low Risk Construction Activity is valid for five years from the date of the authorization. If the project will proceed past the expiration date, you must reapply for coverage under this or another construction stormwater permit before that time. If the project is completed or is sold before that time, you may terminate the authorization by submitting a Notice of Termination, subject to Subpart 7.4 of CGP 3-9020. Any proposed project changes must be first evaluated in accordance with the terms, conditions, and eligibility provisions set forth in Part 5 of CGP 3-9020.

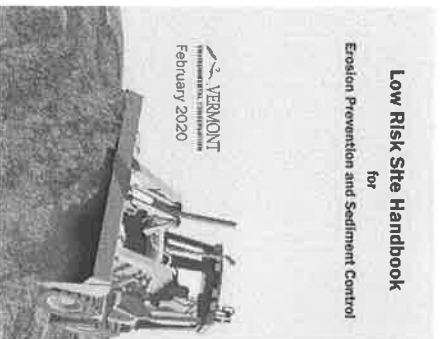
2. Notice of Authorization for Posting

The Notice of Authorization, which details the authorization and conditions you selected in completing Appendix A to the CGP, must be posted in a location visible to the public in accordance with Subpart 4.5.C of the CGP.

3. Notice of Addition of Co-Permittee

This form must be submitted for every additional Owner and/or Operator who joins the project, in accordance with Subpart 7.3 of the CGP. Use ANR Online to file all Notice of Additions. ANR Online can be accessed using the following link: <https://anronline.vermont.gov>. Instructions on creating an account are available on the main page.

Low Risk Site Handbook for Erosion Prevention and Sediment Control



Please provide the Owner(s) and Operator(s) access to the Low Risk Site Handbook for Erosion Prevention and Sediment Control. This handbook details the practices that must be implemented throughout the construction project to prevent erosion and the discharge of sediment from the construction site. Some practices must be in place before construction begins, so please review the entire handbook before starting the project. The handbook can be found at the website below. Please email anr.wmsdstormwatergeneral@vermont.gov to request a printing of the handbook if you are unable to do so.

The CGP, copies of pertinent forms, and an electronic version of the Low Risk Site Handbook for Erosion Prevention and Sediment Control are available on the [Stormwater Program](#) website. If you have any questions related to your authorization, please contact the Environmental Analyst in the [Stormwater District](#) where your project is located.

Sincerely,
Stormwater Management Program

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Permit Number:

9784-9020

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AUTHORIZATION TO DISCHARGE UNDER
GENERAL PERMIT 3-9020

A determination has been made that the applicant(s) (here in after "permittee"):

Jay McCormack
58 Lakewood Parkway
Burlington, VT 05408

meets the criteria necessary for inclusion under General Permit 3-9020 for low risk construction activities. Subject to the conditions and eligibility provisions of General Permit 3-9020, the permittee is authorized to discharge stormwater to an unnamed tributary associated with the Winooski River from the following construction activities: Proposed at 1330 Jericho Road in Richmond, VT is the construction of a new driveway. The purpose of the proposed driveway is to provide access for future construction of a residential home. The driveway is approximately 2,283 feet long. The project is located at 1330 Jericho Road in Richmond, Vermont.

1. Effective Date and Expiration Date of this Authorization: This authorization to discharge shall become effective on December 06, 2024 and shall continue until December 05, 2029. The permittee shall reapply for coverage at least 60 days prior to expiration if the project has not achieved final stabilization or if construction activities are expected after the date of expiration.
2. Compliance with General Permit 3-9020 and this Authorization: The permittee shall comply with this authorization and all the terms, conditions, and eligibility provisions of General Permit 3-9020. The completed Notice of Intent (NOI) and Appendix A completed for this project are incorporated by reference into this authorization and are included in the terms of this authorization. These terms include:
 - Implementation and maintenance of erosion prevention and sediment control practices required by the Low Risk Site Handbook for Erosion Prevention and Sediment Control.
 - All areas of disturbance must have temporary or final stabilization within 14 days of the initial disturbance. After this time, disturbed areas must be temporarily or permanently stabilized in advance of any runoff producing event. A runoff producing event is an event that produces runoff from the construction site. The following exception to the above stabilization requirements apply:
 - Temporary stabilization is not required if work is occurring in a self-contained excavation (i.e. no outlet) with a depth of 2 feet or greater (e.g. house foundation excavation, utility trenches). Areas of a construction site that drain to sediment basins are not considered eligible for this exemption and the exemption applies only to the excavated area itself.
 - The total authorized disturbance is 4.99 acre(s).
 - No more than 4.99 acres of land may be disturbed at any one time.
 - No disturbance shall occur within 50 feet (horizontal) upslope of any stream or river, wetland, lake, or pond.
 - All stormwater discharges from the construction site to any receiving water shall first filter through a 50-ft. vegetated buffer.
 - Inspections shall be conducted at least once every (7) calendar days and daily during the winter construction period (October 15 through April 15), for all areas that have been disturbed and are not yet finally stabilized. In addition:
 - If visibly discolored stormwater runs off the construction site or discharges to waters of the State, the permittee shall take immediate corrective action to inspect and maintain existing best management practices (BMPs), and to install supplemental BMPs necessary to minimize and prevent the discharge.
 - If, after completing corrective action, there continues to be a discharge of discolored stormwater from the construction site to waters of the State, the permittee shall notify DEC by submitting a Discharge Report within 24 hours of discovering the discharge.

3. Transferability and Addition of Co-Permittee: This authorization to discharge is not transferable to any person, nor may any person be added as a permittee, except in compliance with General Permit 3-9020 including submission of a complete Notice of Transfer or Notice of Addition of Co-Permittee.
4. Following receipt of authorization under General Permit 3-9020, additional Owner(s) and Operator(s) not identified on the Notice of Intent at the time of application shall be added as a co-permittee by filing a Notice of Addition of Co-Permittee with the Secretary. The co-permittee shall be subject to all terms and conditions of the permittee's authorization and Construction General Permit 3-9020.

5. Right to Appeal:

(A) Pursuant to 10 V.S.A. Chapter 220, any appeal of this permit, except for appeal of a renewable energy plant as described in (B), must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The notice of appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or the appellant's attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the notice of appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings.

(B) If this permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. § 248, any appeal of this decision must be filed with the Vermont Public Utility Commission pursuant to 10 V.S.A. § 8506. This section does not apply to a facility that is subject to 10 V.S.A. § 1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. § 1006 (certification of hydroelectric projects), or 10 V.S.A. Chapter 43 (dams). Any appeal under this section must be filed with the clerk of the Public Utility Commission within 30 days of the date of this decision; the appellant must file with the clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. § 8504(c)(2) and shall also serve a copy of the notice of appeal on the Vermont Public Service Department. For further information, see the Rules and General Orders of the Public Utility Commission.

Dated December 06, 2024

Julia S. Moore, Secretary
Agency of Natural Resources

By:



Kevin Burke, Program Manager
Stormwater Management Program

Notice of Authorization

Under Vermont Construction General Permit 3-9020

For Low Risk Construction Activity



Permittee Directions for Posting:

This notice shall be placed near the construction entrance at a location visible to the public. If displaying near the main entrance is infeasible, the notice shall be posted in a local public building such as the municipal office or public library. For linear projects, the notice shall be posted at a publicly accessible location near the active part of the construction project (e.g., where a pipeline project crosses a public road) or, in the event posting in a publicly accessible location near the active part of the project is infeasible, the permittee shall post in a local public building such as the municipal office or public library.

Project Name:	1330 Jericho Rd
Permittee Name(s):	Jay McCormack
NOI Number:	9784-9020
Date of Authorization:	December 06, 2024
Date of Expiration:	December 05, 2029

The project listed above has received authorization under General Permit 3-9020 to discharge stormwater from the following construction activities:

Proposed at 1330 Jericho Road in Richmond, VT is the construction of a new driveway. The purpose of the proposed driveway is to provide access for future construction of a residential home. The driveway is approximately 2,283 feet long.

This authorization includes the following requirements:

- Implementation and maintenance of erosion prevention and sediment control practices required by the Low Risk Site Handbook for Erosion Prevention and Sediment Control.
- All areas of disturbance must have temporary or final stabilization within 14 days of the initial disturbance. After this time, disturbed areas must be temporarily or permanently stabilized in advance of any runoff producing event. A runoff producing event is an event that produces runoff from the construction site. The following exception to the above stabilization requirements apply:
 - Temporary stabilization is not required if the work is occurring in a self-contained excavation (i.e. no outlet) with a depth of two feet or greater (e.g. house foundation excavation, utility trenches). Areas of a construction site that drain to sediment basins are not considered eligible for this exemption and the exemption applies only to the excavated area itself.
- The total authorized disturbance is 4.99 acre(s).
- No more than 4.99 acres of land may be disturbed at any one time.
- No disturbance shall occur within 50 feet (horizontal) upslope of any stream, river, wetland, lake, or pond.
- All stormwater discharges from the construction site to any receiving water shall first filter through a 50-ft. vegetated buffer.
- Inspections shall be conducted at least once every (7) calendar days and daily during the winter construction period (October 15 through April 15), for all areas that have been disturbed and are not yet finally stabilized. In addition:
 - If visibly discolored stormwater runs off the construction site or discharges to waters of the State, the permittee shall take immediate corrective action to inspect and maintain existing best management practices (BMPs), and to install supplemental BMPs necessary to minimize and prevent the discharge.
- If, after completing corrective action, there continues to be a discharge of sediment from the construction site to waters of the State, the permittee shall notify DEC by submitting a Discharge Report within 24 hours of discovering the discharge.
- The permittee shall comply with all inspection, maintenance, corrective action, record keeping, and reporting requirements, and all other terms, conditions, and eligibility provisions, including those conditions related to project changes, as set forth in General Permit 3-9020 and this authorization.
- Following receipt of authorization under General Permit 3-9020, additional Owner(s) and Operator(s) not identified on the Notice of Intent at the time of application shall be added as a co-permittee by filing a Notice of Addition of Co-Permittee with the Secretary. The co-permittee shall be subject to all terms and conditions of the permittee's authorization and General Permit 3-9020.

To request information on this authorization, or to report compliance concerns, please contact

Vermont Department of Environmental Conservation
Watershed Management Division
1 National Life Drive, Davis 3
Montpelier, VT 05620

VERMONT ELECTRIC COOPERATIVE, INC.
UNDERGROUND UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, THAT I, JAY T. McCORMACK (hereinafter called the "Grantor," whether one or more), for and in consideration of the sum of One Dollar and other valuable consideration paid by Vermont Electric Cooperative, Inc., a corporation duly organized under the laws of the State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL, and or CONVEY unto the said Vermont Electric Cooperative, and its successors and assigns (hereinafter together called the Grantees), an underground utility easement, twenty (20) feet in width, over, above, across, through and under Grantor's land, together with the right to enter upon the land of the Grantor for the purposes of exercising any of the rights herein granted, said land being situated in the Town of Richmond, State of Vermont, more particularly described as follows:

A strip of land, the majority of which is twenty (20) feet in width being a portion of Grantor's land located on the east side of Jericho Road, so-called; commencing at a point near the Grantor's westerly property boundary at Grantee's Vault# 30F 8 V1; and proceeding in a generally southeasterly direction, along the Grantor's property to Grantee's Vault# 30F 8 V2; thence continuing in a generally northerly and northeasterly direction to Grantee's Vault# 30F 8 V3; thence continuing in a generally southerly and southeasterly direction along the Grantor's property to a point; thence continuing in a generally northerly direction to Grantee's Vault# 30F 8 V4 ("Easement Area").

Being a portion of the same land and premises conveyed to the Grantor herein by George D. Gifford and Ann G. Kruger (f/k/a Ann Jane Gifford), by Warranty Deed dated September 19, 2023 and recorded in Book 271, Pages 592 - 594 of the Richmond Land Records, consisting of 92 acres, more or less, and bound on the north by land now or formerly owned by Brooks and by Sunshine & Jordan, the east by land now or formerly owned by Wood, the south by land now or formerly owned by Baker and by Warren; and the west by Jericho Road ("the Property").

The easement shall be described as follows: Grantees may place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, and in or upon all streets, roads or highways abutting said land, electric, communications and data transmission and distribution systems consisting of poles, wires, cables, conduits, equipment and other fixtures and appurtenances used or adopted for the purpose, upon, over, through, across and under the surface of the land owned by the Grantor. Grantees may also cut and prune and apply herbicide to all trees and vegetation to the extent necessary as determined by the Grantees to protect the said systems and keep the systems clear of the growth. Together, also, with the permanent right at any and all times to enter on adjacent lands of the Grantor and to cut or prune and remove such trees growing outside the limits of the Easement Area (danger trees) which may, in the opinion of the Grantees, interfere with or be likely to interfere with the successful operation of the facilities now or hereafter to be constructed on said Easement Area.

Also the perpetual right and easement from time to time to place, maintain and replace anchors, guy wires, and braces outside of the Easement Area to support a pole or poles placed within said Easement Area; provided, however, that (i) Grantees shall place, maintain and replace only such anchors, guy wires, and/or braces as are reasonably necessary to support poles within said Easement Area; (ii) any restrictions on Grantor that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed; and (iii) any rights of Grantees that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed.

The Grantor covenants for themselves, their heirs and assigns that none of them will erect or permit any building, wire, line, conduit, or any other structure or trees or bushes to be erected or placed in the Easement Area, or change the grade, fill or excavate within the Easement Area without the prior written consent of Grantees. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

It is also agreed that the facilities shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns, shall pay all taxes assessed thereon.

Grantees shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantees, their successors and assigns forever, to them and their own proper use, benefit and behoof. Grantor covenants with the Grantees that at and until the enselaling of these presents the Grantor is well seized of said premises as a good indefeasible estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore, the Grantor agrees to warrant and defend the same to the Grantees and their successors and assigns forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 23rd day of September, 2024.

1

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
May 15 A.D. 2025
At 8 o'clock 00 minutes A.M. and recorded in
Book 274 Page 1053-1054 of Land Records
Attest: Adelle Ann Clark Town Clerk

VERMONT ELECTRIC COOPERATIVE, INC.
UNDERGROUND UTILITY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, THAT we, EARL HENRY BAKER and JANET O. BAKER, (hereinafter called the "Grantor," whether one or more), for and in consideration of the sum of One Dollar and other valuable consideration paid by Vermont Electric Cooperative, Inc., a corporation duly organized under the laws of the State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and or CONVEY unto the said Vermont Electric Cooperative, and its successors and assigns (hereinafter together called the Grantees), an underground utility easement, ten (10) feet in width, over, above, across, through and under Grantor's land, together with the right to enter upon the land of the Grantor for the purposes of exercising any of the rights herein granted, said land being situated in the Town of Richmond, State of Vermont, more particularly described as follows:

A strip of land, the majority of which is ten (10) feet in width being a portion of Grantor's land located on the east side of Jericho Road, so-called; commencing at a point on the Grantor's northwesterly property boundary (and the southwesterly property boundary of land now or formerly of McCormack) at Grantee's Vault# 30F 8 V1; and proceeding in a generally southeasterly direction, along and adjacent to the Grantor's northerly property boundary terminating at the Grantor's northeasterly property boundary ("Easement Area").

Being a portion of the same land and premises conveyed to the Grantor herein by Earl Henry Baker and Janet O. Baker, by Warranty Deed with a Reserved Life Estate, dated May 17, 1991 and recorded in Book 205, Pages 61 - 62 of the Richmond Land Records, consisting of 1 acre, more or less, and bound on the north and the east by land now or formerly owned by McCormack; the south by land now or formerly owned by Thornton; and the west by Jericho Road ("the Property").

The easement shall be described as follows: Grantees may place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, and in or upon all streets, roads or highways abutting said land, electric, communications and data transmission and distribution systems consisting of poles, wires, cables, conduits, equipment and other fixtures and appurtenances used or adopted for the purpose, upon, over, through, across and under the surface of the land owned by the Grantor. Grantees may also cut and prune and apply herbicide to all trees and vegetation to the extent necessary as determined by the Grantees to protect the said systems and keep the systems clear of the growth. Together, also, with the permanent right at any and all times to enter on adjacent lands of the Grantor and to cut or prune and remove such trees growing outside the limits of the Easement Area (danger trees) which may, in the opinion of the Grantees, interfere with or be likely to interfere with the successful operation of the facilities now or hereafter to be constructed on said Easement Area.

Also the perpetual right and easement from time to time to place, maintain and replace anchors, guy wires, and braces outside of the Easement Area to support a pole or poles placed within said Easement Area; provided, however, that (i) Grantees shall place, maintain and replace only such anchors, guy wires, and/or braces as are reasonably necessary to support poles within said Easement Area; (ii) any restrictions on Grantor that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed; and (iii) any rights of Grantees that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed.

The Grantor covenants for themselves, their heirs and assigns that none of them will erect or permit any building, wire, line, conduit, or any other structure or trees or bushes to be erected or placed in the Easement Area, or change the grade, fill or excavate within the Easement Area without the prior written consent of Grantees. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

It is also agreed that the facilities shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns, shall pay all taxes assessed thereon.

Grantees shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantees, their successors and assigns forever, to them and their own proper use, benefit and behoof. Grantor covenants with the Grantees that at and until the ensueing of these presents the Grantor is well seized of said premises as a good indefeasible estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore, the Grantor agrees to warrant and defend the same to the Grantees and their successors and assigns forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, the undersigned has set their hands and seals this 26 day of September 2024.

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

At 8 o'clock 50 minutes A M. and recorded in
Book 216 Page 655-656 of Land Records
Attest: Adrian 1984 Town Clerk

