

VERMONT AGENCY OF TRANSPORTATION

WARRANTY DEED OF EASEMENT

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 paid to its full satisfaction by the State of Vermont, through its Agency of Transportation, does hereby give, grant, bargain, sell and convey unto the State of Vermont, a sovereign state, its successors and assigns, certain easements and/or rights located in the Town of Richmond, in the County of Chittenden and State of Vermont and 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 conveyed:

Temporary easements 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 189 square feet, more or less, left of and between approximate stations 259+39± and 259+92; and in an area of 61 square feet, more or less, left of and between approximate stations 260+58 and 260+83, all stations are of the established centerline of the Transportation Project.

Temporary easements to enter upon the land of the Grantor during the period of construction, to extend highway slopes and embankments: in an area of 133 square feet, more or less, left of and between approximate stations 259+66 and 259+96; and in an area of 198 square feet, more or less, left of and between approximate stations 260+58 and 260+84, all stations are 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.

A temporary easement to enter upon land of the Grantor, during the period of construction, to construct a drive, in an area of 527 square feet, more or less, left of and between approximate stations 259+92 and 260+61 of the established centerline of the Transportation Project. This easement may include any associated slope work to accomplish installation of the above referenced drives, including but not limited to grading, seeding and mulching the associated slope areas.

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 telecommunication 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 permanent easement to enter upon land of the Grantor to install and maintain a drainage pipe, in an area of 36 square feet, more or less, left of and between approximate stations 260+58.36 and 260+84± of the established centerline of the Transportation Project.

The easements and/or rights conveyed herein may also 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.

Any permanent easement conveyed herein includes the right for Grantee and its successors and assigns, in its or their sole discretion, as may be needed for transportation purposes, to construct, inspect, maintain, reconstruct, and replace all project-related improvements located within the permanent easement area.

TO HAVE AND TO HOLD granted rights and easements, with all the privileges and appurtenances thereof, unto the said State of Vermont and its successors and assigns, to it and its own use and behoof forever; and it, the Town of Richmond, for itself, successors and assigns, does covenant with the State of Vermont and its successors and assigns, that until the ensealing of these presents it is well seized of the premises, as a good and indefeasible estate in fee simple, and has good right to grant and convey the rights and easements in manner and form as above written and that the same are free from every encumbrance whatsoever.

AND FURTHERMORE, it, the Town of Richmond, does by these presents bind itself and successors and assigns, to WARRANT and DEFEND the above rights and easements to the State of Vermont and its successors and assigns against all claims and demands whatsoever.

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 \_\_\_\_\_)