

VOL. 215
pg. 598-599

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that We,

JOHN D. HINCKLEY and JOANNA H. BERK

of Richmond, County of Chittenden and State of Vermont, Grantors, in the consideration of Ten and More Dollars paid to our full satisfaction by

SEAN A. WITTERS and CHRISTINE E. WITTERS


of Richmond, County of Chittenden and State of Vermont, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees

SEAN A. WITTERS and CHRISTINE E. WITTERS,
Husband and Wife, as Tenants by the Entirety

and their heirs and assigns forever, a certain piece of land in Richmond, County of Chittenden and State of Vermont, described as follows, viz:

Being a lot of land, together with dwelling house and all improvements thereon, located on the northeast corner of the intersection of Baker Street and Tilden Avenue, in the Town of Richmond.

Being all and the same lands and premises conveyed to John D. Hinckley and Joanna H. Berk by Warranty Deed of Katharine S. Furney (f/k/a Katharine A. Allen, a/k/a Katharine S. Allen) and David J. Furney, dated March 30, 1998 and recorded in Volume 105, Page 53 of the Richmond Town Land Records.

Said lands and premises are subject to a Stormwater Facilities Easement Deed granted by John D. Hinckley and Joanna H. Berk to the Town of Richmond, undated and recorded January 28, 2010 in Volume 195, Page 256 of the Richmond Town Land Records. 

Reference is hereby made to the above instruments and to their records, and to all deeds and records therein referred, in further aid of this description.

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof to the said Grantees

SEAN A. WITTERS and CHRISTINE E. WITTERS,
Husband and Wife, as Tenants by the Entirety

and their heirs and assigns, to their own use and behoof forever; and we, the said Grantors,

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
December 4 A.D. 2012
At 11 o'clock 00 minutes A.M. and recorded in
Book 215 Page 598-599 of Land Records
Attest: Rinda Parrot Town Clerk

27408

JOHN D. HINCKLEY and JOANNA H. BERK

for ourselves and our heirs, executors, and administrators, do covenant with the said Grantees

SEAN A. WITTERS and CHRISTINE E. WITTERS

and their heirs and assigns, that until the ensembling of these presents, we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid; that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid; and we do hereby **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

We hereunto set our hands this 30th day of November, 2012,

DM
WITNESS

John D. Hinckley
John D. Hinckley

Joanna H. Berk
Joanna H. Berk

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Richmond, in said County and State, this 30 day of November, 2012, personally appeared JOHN D. HINCKLEY and JOANNA H. BERK, and they acknowledged the within instrument, by them subscribed, to be their free act and deed.

Before me,

David M. Sunshine
Notary Public *David M. Sunshine*
My Commission Expires: 02/10/2015

ACKNOWLEDGEMENT

Return Received (including Certificates and, if Required, Act 250 Disclosure Statement)

Signed *Lm Parent* Clerk

Date 12-4-12

Vol. 195
pg 256-
257

STORMWATER FACILITIES EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **John D. Hinckley and Joanna H. Berk**, of Richmond, in the County of Chittenden and State of Vermont ("Grantors"), for and in consideration of the sum of ten and more dollars paid by the Town of Richmond, a municipal corporation of Chittenden County in the State of Vermont ("Grantee"), do hereby grant, give, transfer, and convey to the Grantee the following described easements across Grantor's lands and premises in the Town of Richmond, County of Chittenden, and State of Vermont:

An easement over the Grantor's lands and premises in the Town of Richmond, County of Chittenden, State of Vermont described as follows:

An easement, within the easement area described below ("Easement Area"), for the installation, use, maintenance, repair, alteration, restoration, and replacement of stormwater facilities, including all stormwater lines, all manholes, sleeves, connections, ditching, headwalls, and related or appurtenant facilities. The Easement Area shall be the area designated "Easement T-1" as depicted on Sheet 1 of a 4 sheet set of plans (the "Plan") entitled "Millet Street and Tilden Avenue Stormwater Upgrade" prepared by Green Mountain Engineering, Inc. and Llewellyn-Howley, Inc., dated 12/22/09, and to be recorded in the Richmond Land Records. The precise location of the Easement Area shall be determined by reference to the scale of the plan.

Also conveyed to the Grantee is the right to enter onto the Grantor's lands (defined below) within the Easement Area for the purpose of accomplishing all such installation, maintenance, repair, alteration, restoration, and replacement.

The Easement Area shall be temporarily expanded, during Grantee's work, by an additional ten (10) feet on all sides for the purposes of access to the Easement Area, placement of fill and equipment, and other activities related to the work.

Notwithstanding anything elsewhere herein or on the plans the location of the drainage line in the easement herein granted is approximate. The precise location of the Easement Area shall become fixed upon completion of construction of the actual line, as shown by "as built" plans to be recorded following completion of the work. The edges of the final Easement Area shall be the same distances from the actual line as the distances of the edges of the Easement Area from the line shown on the Plans.

Grantor's lands within which the Easement Area lies ("Grantor's Lands") are all and the same lands and premises described in a deed from Katherine S. Furney and David J. Furney to Grantors dated March 30, 1998 and recorded at Book 105 Page 53 of the Richmond Land Records.

Grantors, for Grantor's and Grantor's heirs and assigns, and Grantee, for itself and its successors and assigns, by delivery and acceptance of this deed, agree as follows:

- Grantors shall construct no buildings within the Easement Area, no plantings, including but not limited to trees and bushes, shall be installed within the Easement Area, and no activity will be undertaken or allowed which may inhibit Grantee's use thereof. This provision shall be construed to prevent the planting and maintenance of lawn areas.

23394

Received for record
 January 28 A.D. 2010
 At 4 o'clock 00 minutes P.M.
 and recorded in Book 195 Page 256-
 of Land Records. 257
 Attest:
 Linda Parent
 Town Clerk

2. Grantee shall restore Grantor's lands as nearly as practicable to their prior condition after completion of any work by Grantee hereunder.

To have and to hold said granted easements, with all the privileges and appurtenances thereof, to the said Grantee, Town of Richmond, and its successors and assigns, to its own use and behoof forever;

And, the said Grantors, John D. Hinckley and Joanna H. Berk, for Grantors and Grantor's heirs and assigns, do covenant with the said Grantee, Town of Richmond, its successors and assigns, that until the ensembling of these presents, Grantors are the sole owners of the premises, and have good right and title to convey the easements in manner aforesaid, that they are free from every encumbrance, except as above stated, and except for mortgages of record, Grantors, for themselves and their heirs and assigns agree with Grantee to cooperate with Grantee in Grantee's seeking partial mortgage discharges or subordinations as to any such mortgages respecting the easements herein granted.

And the said Grantors, hereby engage to warrant and defend the same against all lawful claims whatever, except as aforesaid.

Grantors:

J.D. Hinckley

John D. Hinckley
J.H. Berk

Joanna H. Berk

STATE OF VERMONT

CHITTENDEN COUNTY, SS

At ^{Essex Jct.} ~~Richmond~~, this 13th day of January A.D. ²⁰¹⁰ ~~2009~~, personally appeared ~~John D. Hinckley~~ and Joanna H. Berk, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me *Carolyn J. Carlson*

Notary Public

Commission Expires: 2/10/2011

1/25/2010 personally appeared John D. Hinckley

508417.1

Linda M. Parent

LINDA M. PARENT

Notary Public, State of Vermont
My Commission Expires Feb. 10, 2011

VOL. 272

pg. 292-295

RIGHT OF ENTRY AND LICENSE AGREEMENT

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT (the "Agreement") is by and between Christy Wiffers, having an address of 102 Tilden Avenue, Richmond, Vermont (the "Licensor"), and the **TOWN OF RICHMOND**, a Vermont municipality located in Chittenden County (the "Licensee" or the "Town").

WHEREAS, Licensor owns certain real property off Tilden Avenue in the Town, known and numbered 102 Tilden Avenue, over, under and/or through which an underground pipe passes that is connected to the municipal stormwater system (for illustrative purposes, the approximate location of the pipe is shown on a sketch plan attached hereto as Exhibit A); and

WHEREAS, due to the age of the above-referenced pipe, which is estimated to be approximately 100 years old, the Town does not have and/or cannot locate recorded easements or other legal documents evidencing its right to enter Licensor's property for the purpose of inspecting, installing, repairing, maintaining and/or replacing said pipe; and

WHEREAS, the Town is exploring both short and long term solutions to address potential damage related to discharges from the pipe and requires both a right of entry and a license to inspect, measure, document, clear, excavate, dig, bore or conduct such other surface and subsurface investigations of the buried pipe as may be necessary to evaluate reasonable alternative courses of action and determine how best to mitigate any damage caused by the discharge; and

WHEREAS, Licensor is willing to grant the Town a right of entry and license for the above-described purposes, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the above-referenced premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Scope of Right of Entry and License.** Licensor hereby grants a non-exclusive right of entry and license to Licensee to enter upon the above-described property on foot or by vehicle, at reasonable times and in a reasonable manner, to inspect, measure, document, clear, excavate, dig, bore, or conduct such other surface and subsurface investigations of the buried pipe as may be necessary to evaluate reasonable alternative courses of action and determine how it may mitigate any damage that may be caused by the discharge from the pipe. The

0058849

Licensor may revoke the right of entry and license provided herein, upon written notice, if Licensee fails to comply with the terms and conditions of this Agreement. Licensee shall give Licensor notice of the timing and scope of its intended work prior to conducting any excavation on Licensee's property.

Section 2. **Term of Right of Entry and License.** This Agreement is temporary in duration. It shall become effective upon written notice from Licensee to Licensor and shall thereafter continue in effect for 2 consecutive days, whereafter it shall terminate unless the parties extend it by mutual agreement in writing.

Section 3. **Indemnification.** To the extent provided by law, Licensee shall indemnify and hold harmless Licensor and its heirs, successors and assigns from and against any and all liability, loss, damage, claim, settlement, cost, expense or fee, including reasonable attorneys' fees and disbursements, of any kind or nature, due to or arising out of the entry and/or other activities associated with this Agreement. At all times during the term of this Agreement, the Licensee shall maintain such policy or policies of comprehensive general liability insurance and such other coverages as are appropriate to protect against claims for property damage or personal injuries arising from the activities authorized by this Agreement.

Section 4. **Damage.** Licensee agrees that any damage to the property of the Licensor or a third person caused by or resulting from Licensee's exercise and use of the right of entry and license provided herein shall be promptly repaired and restored, as nearly as reasonably practicable, to the condition existing prior to such damage, at the sole cost of the Licensee and within a reasonable time and no later than 30 days following the expiration of this Agreement, unless otherwise mutually agreed in writing.

Section 4. **Successors and Assigns.** This Agreement, and all conditions herein stated, shall be binding upon and inure to the benefit of the parties hereto and, as the case may be, their respective heirs, successors and assigns.

Section 5. **Headings.** The headings and section numbers in this Agreement are for purposes of reference only and shall not limit or otherwise alter the meaning hereof.

Section 6. **Entire Agreement.** This Agreement shall embody the entire agreement and understanding between the parties relating to the subject matter

hereof, and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by each of the parties hereto.

Section 7. **Governing Law.** This Agreement shall be governed by and construed pursuant to the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws.

Section 8. **Incorporation by Reference.** All exhibits hereto and the terms contained therein are made a part of this Agreement and the contents thereof are hereby incorporated by reference.

IN WITNESS WHEREOF, the Licensor has executed or caused this Agreement to be executed as of the 7 day of December, 2023.

IN PRESENCE OF:

LICENSOR

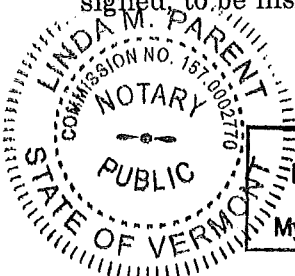
Linda M Parent

Christy Witters

Witness

STATE OF VERMONT
COUNTY OF Chittenden, SS.

On this 7 day of December, 2023, personally appeared Christy Witters, LICENSOR, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument by him/her signed to be his/her free act.



Before me, Linda M Parent

LINDA M. PARENT
Notary Public, State of Vermont
Commission No. 002770
My Commission Expires 1/31/2025

Notary Public
My commission expires: 1/31/25
My commission #:

IN WITNESS WHEREOF, the Licensee has executed or caused this Agreement to be executed as of the 13th day of December, 2023.

TOWN OF RICHMOND/LICENSEE

Linda M Parent

Witness

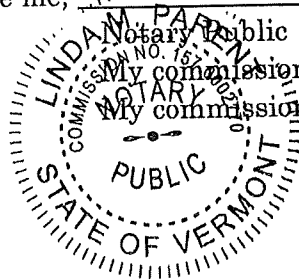
Joshua Arneson

Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 13th day of December, 2023, personally appeared Joshua Arneson, Duly Authorized Agent of the TOWN OF RICHMOND, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of the TOWN OF RICHMOND.

Before me, Linda M Parent

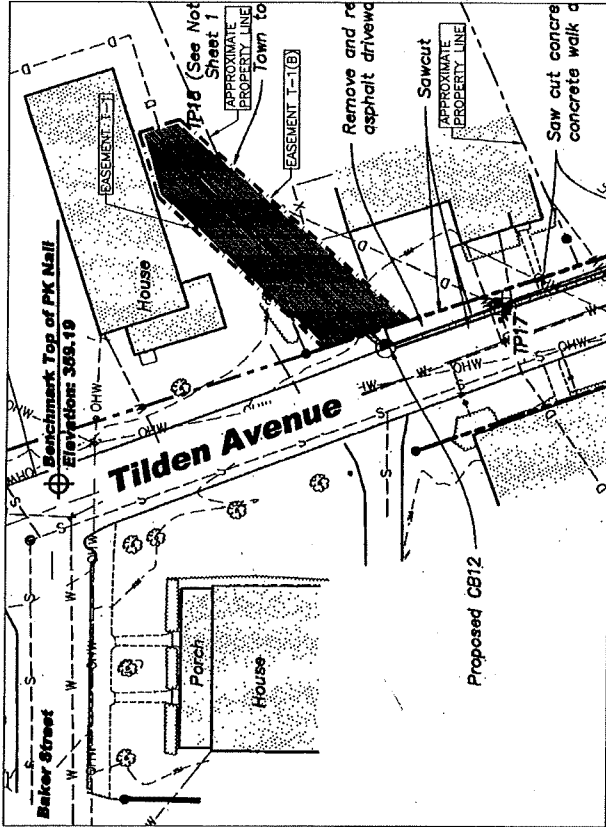


LINDA M. PARENT
Notary Public, State of Vermont
Commission No. 002770
My Commission Expires 1/31/2025

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
December 13 A.D. 2023
At 8 o'clock 40 minutes A M. and recorded in
Book 272 Page 292-295 of Land Records
Attest: Adwana Hoshunaga Town Clerk

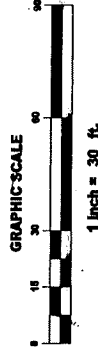
Slide 124.3

SP4.3



EASEMENT	PROPERTY OWNER
T-1	JOANNA BERK
T-1(B)	TAMMY PERRY

NOTE: THE PROPERTY LINES, EASEMENTS, AND OTHER PROPERTY DESCRIPTIONS PROVIDED IN THESE PLANS ARE FOR THE USE OF THE TOWN OF RICHMOND FOR THE PURPOSES OF RECORD ONLY. EASEMENTS ARE TO BE PERMANENTLY DEFINED BASED ON THE PIPE OR APPURTENANCE AS INSTALLED.



23388

126

RICHMOND, VT TOWN CLERK'S OFFICE
 RECEIVED FOR RECORD
 January 28 A.D. 2010
 3:00 PM
 Slide 124 Page 126
 Atlas: Anna's In Parent
 Town Clerk

<table border="1"> <tr> <td>Project:</td> <td>19-002</td> </tr> <tr> <td>Date:</td> <td>12/22/09</td> </tr> <tr> <td>Drawn By:</td> <td>TMB</td> </tr> <tr> <td>Drainage:</td> <td></td> </tr> <tr> <td>Sheet:</td> <td>1 of 4</td> </tr> </table>	Project:	19-002	Date:	12/22/09	Drawn By:	TMB	Drainage:		Sheet:	1 of 4	<p>MILLET STREET & TILDEN AVENUE STORMWATER UPGRADE Contract 4.4 Vermont</p> <p>MILLET-TILDEN EASEMENT EXHIBIT</p>		
Project:	19-002												
Date:	12/22/09												
Drawn By:	TMB												
Drainage:													
Sheet:	1 of 4												
<p>GREEN MOUNTAIN ENGINEERING CIVIL & STORMWATER 145 SOUTH BROADWAY, SUITE 200 RICHMOND, VERMONT 05473 PHONE (802)882-5090 FAX (802)882-7596</p>	<p>LLEWELLYN - HOWLEY INCORPORATED Consulting Services • Engineering • Permitting 20 Kimball Ave. Ste. 202N South Burlington, VT 05403 T (802) 656-2822 F (802) 656-2822 http://www.lhinc.net</p>												
<table border="1"> <tr> <td>Shape</td> <td>Approved</td> <td>Date</td> </tr> <tr> <td>Concept Plan</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Design Plan</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Construction</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Shape	Approved	Date	Concept Plan	<input checked="" type="checkbox"/>		Design Plan	<input checked="" type="checkbox"/>		Construction	<input type="checkbox"/>		<p>It is the user's responsibility to ensure this copy contains the latest revisions.</p>
Shape	Approved	Date											
Concept Plan	<input checked="" type="checkbox"/>												
Design Plan	<input checked="" type="checkbox"/>												
Construction	<input type="checkbox"/>												