

The economic engine of Vermont.

Robin Pierce
Community Development Director
robin@essexjunction.org

2 Lincoln Street
Essex Junction, VT 05452
www.essexjunction.org

Office: (802) 878-6950
Fax : (802) 878-6946

November 1, 2017

C. Ronald and Alice M. Siegriest
232 River Road
Essex Junction, VT 05452

Re: ESSEX JCT STP 5300 (13) – Railroad Street
Temporary Easements Parcel #12

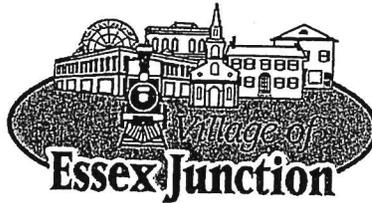
Dear Mr. and Mrs. Siegriest:

The proposed design of the Crescent Connector project will extend along Railroad Street from the Maple Street intersection to the Main Street intersection and will require your signature on a Temporary Easement. We have enclosed the Temporary Easement for the construction abutting your property. The project involves the minor widening of Railroad Street for the addition of bike lanes, installation of new street lighting, and reconstruction of the sidewalk. At this time we only require the signing date and your notarized signature, not the filing date. The filing date will be confirmed once all the easement deeds have been signed. The Village Office staff can notarize the document for you.

Please contact me at 878-6950 if you have any questions concerning the Permanent and Temporary Easements.

Sincerely,

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November 1, 2017

Mr. Joseph Bilodeau
BSA Management
P.O. Box 687
Essex Junction, VT 05453-0687

Re: ESSEX JCT STP 5300 (13) – Railroad Street
Temporary Easements Parcel #14

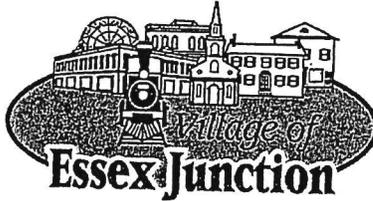
Dear Mr. Bilodeau:

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November 1, 2017

John Handy
David Holton
Holton & Handy, LLC
P.O. Box 239
Essex Junction, VT 05453-0239

Re: ESSEX JCT STP 5300 (13) – Railroad Street
Temporary Easements Parcel #15

Dear Mr. Handy and Mr. Holton:

The proposed design of the Crescent Connector project will extend along Railroad Street from the Maple Street intersection to the Main Street intersection and will require your signature on a Temporary Easement. We have enclosed the Temporary Easement for the construction abutting your property. The project involves the minor widening of Railroad Street for the addition of bike lanes, installation of new street lighting, and reconstruction of the sidewalk. At this time we only require the signing date and your notarized signature, not the filing date. The filing date will be confirmed once all the easement deeds have been signed. The Village Office staff can notarize the document for you.

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November 1, 2017

Dr. Edwin J. Guilfooy, Jr.
Margaret D. Guilfooy
58 Upper Weldon Street
St. Albans, VT 05478

Re: ESSEX JCT STP 5300 (13) – Railroad Street
Temporary Easements Parcel #10

Dear Dr. and Mrs. Guilfooy:

The proposed design of the Crescent Connector project will extend along Railroad Street from the Maple Street intersection to the Main Street intersection and will require your signature on a Temporary Easement. We have enclosed the Temporary Easement for the construction abutting your property. The project involves the minor widening of Railroad Street for the addition of bike lanes, installation of new street lighting, and reconstruction of the sidewalk. At this time we only require the signing date and your notarized signature, not the filing date. The filing date will be confirmed once all the easement deeds have been signed. The Village Office staff can notarize the document for you.

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February 27, 2018

James T. and Erica J. Benton
31072 Granger Avenue
Union City, CA 94587-2602

Re: ESSEX JCT STP 5300 (13) – Railroad Street
Temporary Easements Parcel #11

Dear Mr. and Mrs. Benton:

The Village of Essex Junction mailed you a letter on November 1, 2017 regarding the above mentioned project. I have enclosed another copy of the Temporary Easements for the construction abutting your property. The project involves the minor widening of Railroad Street for the addition of bike lanes, installation of new street lighting, and construction of new sidewalks. At this time we only require the signing date and your notarized signature, not the filing date. The filing date will be confirmed once all the easement deeds have been signed. Please return the enclosed easements to the Village of Essex Junction after you have signed and notarized. The Village Office staff can notarize the document for you.

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Sincerely,

Robin Pierce
Community Development Director

cc: FPM VT



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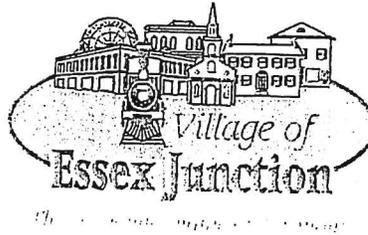
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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made and entered into as of the 7th day of August, 2019 (“Effective Date”), by and between **CV PROPERTIES INCORPORATED** (formerly Central Vermont Railroad Company and Vermont and Canada Railroad Company), a Vermont corporation with a place of business in the Village of Homewood, in the County of Cook, and State of Illinois, and **NEW ENGLAND CENTRAL RAILROAD, INC.**, a Delaware corporation with a place of business in the City of Rochester, County of Monroe, and State of New York, hereinafter collectively “Grantors”, and **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, in the Village of Essex Junction, County of Chittenden and State of Vermont, hereinafter “Grantee”.

Central Vermont Railway, Inc., a Vermont railroad corporation (formerly Central Vermont Railroad Company), changed its corporate name to CV Properties Incorporated, pursuant to Articles of Amendment filed with the Vermont Secretary of State, on July 11, 1995.

WHEREAS, Grantors own an interest in certain parcels of real property situated at or near the vicinity of Essex Junction, County of Chittenden, State of Vermont, each as described on **Exhibit A** and **Exhibit B** attached hereto and made a part hereof. The land described in each of **Exhibit A** and **Exhibit B** shall collectively be referred to herein as the Premises and is described as Parcel 1 on Right Of Way (R.O.W.) Detail Sheet 1 and R.O.W. Layout Sheets 1,2,3,3A & 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector (“the Project”) entitled Crescent Connector STP 5300 (13) Essex Junction, prepared by Dubois & King, Inc. dated September 2018, and last revised July 2019, and to be filed in the Town of Essex Land Records (the “Plans”); and

WHEREAS, Grantors and Grantee have entered into that certain Construction and Maintenance Agreement dated as of August 7, 2019, concerning improvements for the purpose of creating, maintaining, replacing, and repairing a roadway and certain appurtenances and associated improvements on, beneath and above land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, on or near the Premises (the “**Crescent Connector C&M Agreement**”), Article I(1) of which incorporates the plans for Grantee’s construction of certain infrastructure in, under, over, on, upon, across, and through the parcels of real property made subject to this Easement Agreement; and

WHEREAS, Grantors and Grantee entered into a Lease Agreement on or about January 1, 1985, identified as Lease Agreement # CVP 10651 for use of 8,560 square feet of land for road purposes near Mile Post 108, which is superseded by this Easement Agreement.

WHEREAS, Grantee has requested that Grantors grant to Grantee (i) a permanent easement in, under, over, on, upon, across, and through the parcel of land described in **Exhibit A** (the “**Permanent Easement**”) and (ii) a temporary construction easement in, under, over, on, upon, across, and through the parcel of land described in **Exhibit B** (the “**Temporary Construction Easement**”) and together with the Permanent Easement, the “**Easements**”), each for the Easement Purpose (as set for in Section 1.1 of this Easement Agreement). A layout of the Easements is attached hereto as **Exhibit C**. Grantee has received certain funding from VTTrans to

improve the Premises pursuant to the Village of Essex Junction STP 5300(13) Crescent Connector Project Grant Agreement dated August 19, 2012, as amended, between VTrans and Grantee. Grantee is obligated to comply with the terms of such Grant Agreement; however, Grantors are not a party to such Grant. This Easement and the Construction and Maintenance Agreement dated August 7, 2019 are understood and intended to be the final expression of the parties' agreement and are a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement as between the Parties hereto; and

WHEREAS, Grantors have agreed to grant Grantee such Easements, subject to the terms and conditions set forth in this Easement Agreement and in the Crescent Connector C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of the Easements even if the Crescent Connector C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Granting of Easements.

1.1 Easement Purpose. The purpose of the Permanent Easement shall be for access and to modify and make improvements to the terrain, and construct, repair, replace, and maintain a permanent roadway, railroad grade crossing with required lights, gates & signal protection, parking areas, and sidewalks and bike lanes, utilities, and all other purposes consistent with the present and future use of a public right of way or any other structure or appurtenance thereto as provided for under the Crescent Connector C&M Agreement or this Easement in, under, over, on, upon, across, and through the parcel of land described on Exhibit A (the "**Permanent Easement Purpose**"), and for use of the land by the Grantee or the public as a highway with all methods and manner of transportation. The parcel of land described on Exhibit A shall be known as the "Permanent Easement Area." The purpose of the Temporary Easement (the "**Temporary Easement Purpose**") shall be for access in, under, over, on, upon, across, and through the parcel of land described on Exhibit B for moving, staging, operating, assembling, constructing, and storing equipment or materials used in connection with construction of the roadway, railroad grade crossing and ancillary equipment, parking areas, including highway slopes and embankments, or any other structure or appurtenance thereto as provided for under the Crescent Connector C&M Agreement or this Easement (the "**Construction**"). The parcel of land described on Exhibit B shall be known as the "Temporary Easement Area." Displacement of soil and grading, construction of temporary paths or reinforcement of terrain as necessary, and cutting of vegetation necessary to reasonably accommodate such Construction shall be permitted under the Temporary Easement. The Permanent Easement Purpose and the Temporary Easement Purpose are collectively herein referred to as the "**Easement Purpose**"). Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be designed,

constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Crescent Connector C&M Agreement.

1.2 Grant.

a. Grantors and their successors and assigns do hereby release, remise, and forever quitclaim unto Grantee, its successors and assigns a non-exclusive, perpetual easement in, under, over, on, upon, across, and through the parcel of land described on Exhibit A for the Permanent Easement Purpose and for no other purpose.

b. Grantors do hereby grant unto Grantee a non-exclusive temporary construction easement in, under, over, on, upon, across, and through the parcel of land described on Exhibit B for the Temporary Easement Purpose and for no other purpose.

c. The Easements are granted subject to any and all restrictions, covenants, easements, licenses, permits, leases, rights of way, and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "Laws"). Grantors may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Crescent Connector C&M Agreement and this Easement Agreement.

1.3 Reservations by Grantors. Grantors except and reserve the right, to be exercised by Grantors and any other parties who may obtain written permission or authority from Grantors:

a. to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing or new pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises, so long as such does not interfere with Grantee's use of the Easements for the Easement Purposes;

b. to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises, so long as such does not interfere with Grantee's use of the Easements for the Easement Purposes; and

c. to use only the portion of the Premises within Fifteen (15) feet of near rail in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

d. By its acceptance of this Agreement, the Grantee: (1) acknowledges that portions of the Premises are located within five hundred (500) feet of a railroad right-of-way, and by its acceptance of this Agreement, Grantee agrees that the Premises are conveyed subject to the reduction in use and enjoyment and inconveniences, including noise, vibrations and odors, which may result from rail operations on adjacent or near-by properties; (2) covenants and agrees to erect

a (minimum) four foot high metal fence along each boundary of the Premises abutting the railroad right of way within 60 days of the date of the recording of this Agreement in the Land Records of the Village of Essex Junction, Vermont, or such later date as may be agreed in writing between Grantee and New England Central Railway, Inc., its successors and assigns, and further covenants and agrees to maintain such fence, in good order and repair, at its sole cost and expense; and (3) covenants and agrees to take such actions and implement such safeguards as are reasonable to prevent its employees, agents, representatives, customers, invitees, or other third parties from crossing or otherwise coming onto the railroad right of way abutting each boundary of the Premises.

e. Grantors reserve all rights relating to the operation of its railroad. No rights granted to Grantee shall impede, impair or otherwise impact Grantors' continuing right to operate its railroad adjacent to any parcel of land described in either Exhibit A or Exhibit B of this Easement Agreement.

Section 2. Term of Easement. The term of the Permanent Easement shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall be 48 months after the Effective Date, or upon completion of the project, whichever occurs first.

Section 3. Compensation for Easements. Grantee shall pay Grantor, prior to the Effective Date, the sum of Five Hundred, Twenty-Four Thousand, and One Hundred U.S. Dollars and no/100 (\$524,100.00) as compensation for the grant of the Easements, made payable to Grantor.

Section 4. No Warranty; Indemnity.

4.1 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantors have made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantors' ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantors, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. **GRANTORS HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTORS SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON**

GRANTORS' RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises and enters upon Grantors' rail corridor and property with knowledge of its physical condition and the danger inherent in Grantors' rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

4.2 Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS GRANTORS AND THEIR AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, AGENTS OR OTHER THIRD-PARTIES NOT ACTING ON GRANTORS' BEHALF IN, ON, OR ABOUT THE PREMISES, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, AGENTS OR OTHER THIRD-PARTIES NOT ACTING ON RAILROAD'S BEHALF IN, ON, OR ABOUT THE PREMISES, (IV) GRANTEE'S BREACH OF THE TEMPORARY CONSTRUCTION EASEMENT OR PERMANENT EASEMENT GRANTED TO GRANTEE PURSUANT TO THIS AGREEMENT, OR (V) ANY RIGHTS OR INTERESTS GRANTED TO GRANTEE PURSUANT TO THE TEMPORARY CONSTRUCTION EASEMENT OR PERMANENT EASEMENT DISCUSSED IN THIS AGREEMENT, OR (VI) GRANTEE'S OCCUPATION AND USE OF GRANTORS' PROPERTY OR RIGHT-OF-WAY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE IMPROVEMENTS BY GRANTEE. THE LIABILITY ASSUMED BY GRANTEE WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF GRANTORS, THEIR AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF GRANTORS.

4.3 Insurance. Grantee shall provide Grantor with proof of insurance coverages set forth in Exhibit E.

Section 5. Nature of Grantor's Interest in the Premises. GRANTORS DO NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. The conveyance herein of any permanent or temporary easement shall be by quitclaim only. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantors shall not be liable to refund Grantee any compensation paid hereunder.

Section 6. Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. All Improvements related to a rail crossing (Crossing Improvements) shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all applicable Laws and with any applicable specifications adopted by the American Railroad Engineering Association, to the extent applicable. Notwithstanding anything herein to the contrary, all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Crossing Improvements shall be subject to the approval of Grantors' General Manager or another authorized representative. Such approval is limited to only such work Grantee will perform pursuant to the Construction and Maintenance Agreement, executed simultaneously hereto, and within the Special Permanent Easement Areas described in Exhibit A hereto, and shall not apply to any other work performed by Grantee not subject thereto. Any such approval must be provided by Grantors to Grantee in writing within fifteen (15) days of written request by Grantee. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantors; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantors, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantors, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), unless encompassed as part of the Improvements to be made pursuant to the Crescent Connector C&M Agreement, Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the plans and specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantors' property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from explosive materials,

which shall not include materials or fuels actively in use or located in a motor vehicle or equipment fuel tank or engine, unless such materials are required for the Improvements in which case Grantee shall provide advance notice to Grantors that there will be explosive materials present on the Premises, and to cut and remove or cause to be cut and removed at its sole expense accumulating weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire. Such obligation shall only be in effect for each easement area so long as the respective easement for that area remains in effect.

Section 7. Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantors or the Premises that are attributable to the Improvements. Grantee agrees to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of this Agreement. In the event of Grantee's failure to do so, said failure shall constitute a breach of this Agreement.

Section 8. Environmental.

8.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "Environmental Laws"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

8.2 Notice of Release. Grantee shall give Grantors immediate notice of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

8.3 Remediation of Release. In the event that Grantors have notice from Grantee or otherwise of a release or violation of Environmental Laws by Grantee or their agent, contractor, or sub-contractor, which occurred or may occur during the term of this Easement Agreement, Grantors may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed within the Temporary Easement Area or the Permanent Easement Area, Grantee will remove and safely dispose of said

contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

8.4 Preventative Measures. Grantee shall promptly report to Grantors in writing any conditions or activities upon the Premises known to Grantee which create a substantial risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantors shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantors' request for information regarding said conditions or activities.

Section 9. Default and Termination.

9.1 Grantors' Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, upon 30 days' written notice to Grantee, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantors, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantors for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantors' failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

9.2 Non-exclusive Remedies. The remedies set forth in this Section 9 shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the Crescent Connector C&M Agreement, at law or in equity.

Section 10. Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises by this Easement Agreement or the Crescent Connector C&M Agreement or attributable to Taxes that are the responsibility of Grantee pursuant to Section 7. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantors to take any such action shall not relieve Grantee of any obligation or liability under this Section 11 or any other section of this Easement Agreement.

Section 11. Intentionally Omitted.

Section 12. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Crescent Connector C&M Agreement. Notices to Grantors under this Agreement shall be delivered to the following address: New England Central Railroad Company, Inc., 13901 Sutton Park Drive South, Suite 160, Jacksonville, FL 32224, and CV Properties Incorporated, c/o CN, 17641 S Ashland Avenue, Homewood, IL 60430 or such other address as Grantors may from time to time direct by notice to Grantee. Notice

to Grantees under this Agreement shall be to the Village Manager, Village of Essex Junction, 2 Lincoln Street, Essex Junction, Vermont 05452, with a copy to Claudine Safar, Esq., Monaghan Safar Ducham PLLC, 156 Battery Street, Burlington, VT 05401, or such other address as Grantees may from time to time direct by notice to Grantor.

Section 13 Miscellaneous.

13.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Vermont without regard to conflicts of law provisions.

13.2 This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

13.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

13.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.5 This Easement Agreement is the full and complete agreement between Grantors and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantors harmless in any prior written agreement between the parties.

13.6 Time is of the essence for the performance of this Easement Agreement.

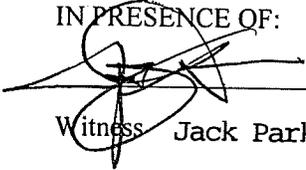
13.7 New England Central Railroad, Inc. joins in this conveyance for the purpose of releasing its interest in the above areas related to the permanent and temporary easement. Notwithstanding the foregoing, nor anything to the contrary contained in this Easement Agreement, Grantors reserve all rights relating to the operation of its railroad. No rights granted to Grantee shall impede, impair or otherwise impact Grantors' continuing right to operate its railroad on, over, across or adjacent to any parcel of land described in either Exhibit A or Exhibit B of this Easement Agreement, but not inconsistent with any provisions contained within this Agreement.

Section 14. Contractor's Right of Entry Agreement and Grantor's Safety Rules

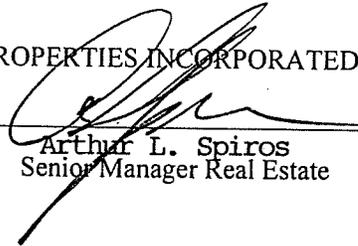
Grantee acknowledges and agrees that prior to any work being performed within Grantor's Right-of-way in connection with the Easement Purpose or otherwise, by Grantee or any contractor engaged by Grantee, such party(ies) shall be required to enter into Grantors' Contractor's Right of Entry Agreement, in substantially the form attached hereto as Exhibit E and shall be required to comply with all of Grantor's then applicable safety rules and regulations.

IN WITNESS WHEREOF, CV PROPERTIES INCORPORATED has hereunto set its hand this 7th day of August, 2019.

IN PRESENCE OF:


Witness Jack Parker

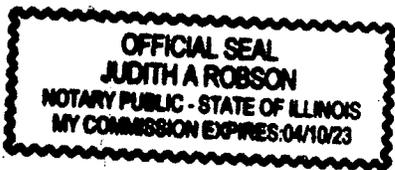
CV PROPERTIES INCORPORATED

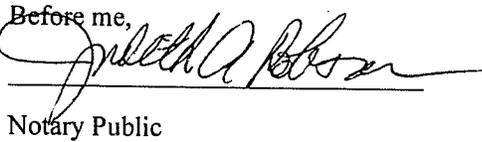
By: 
Arthur L. Spiros
Senior Manager Real Estate

STATE OF ILLINOIS

COUNTY OF COOK, SS.

On this 7th day of August, 2019, personally appeared **Arthur L. Spiros**, Senior Manager Real Estate of **CV PROPERTIES INCORPORATED**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **CV PROPERTIES INCORPORATED**.

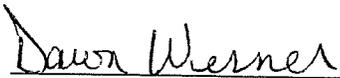


Before me, 
Notary Public

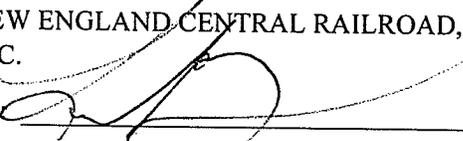
Affix Seal or Stamp

IN WITNESS WHEREOF, NEW ENGLAND CENTRAL RAILROAD, INC. has hereunto set its hand this 8 day of August, 2019.

IN PRESENCE OF:


Witness

NEW ENGLAND CENTRAL RAILROAD, INC.

By: 
Duly Authorized Agent

COUNTY OF Monroe

STATE OF New York

On this 8 day of August, 2019, personally appeared Leonard Wagner, a Duly Authorized Agent of **NEW ENGLAND CENTRAL RAILROAD, INC.**, to me known to be the person who executed the foregoing instrument, and ~~she~~^{he} acknowledged this instrument, by ~~her~~^{his} signed, to be ~~her~~^{his} free act and deed and the free act and deed of **NEW ENGLAND CENTRAL RAILROAD, INC.**

Before me,

Mary Dallas Mannix
Notary Public

My Commission Expires June 24, 2021

Mary Dallas Mannix
Notary Public - State of New York
No. 01MA6284691
Qualified in Monroe County
My Commission Expires June 24, 2021

IN WITNESS WHEREOF, **VILLAGE OF ESSEX JUNCTION**, Vermont, has hereunto set its hand this 14th day of August, 2019.

IN PRESENCE OF:

[Signature]

Witness

Village of Essex Junction

By: *[Signature]*

Andrew Brown, Duly Authorized Agent
and Chair of the Village Board of Trustees

COUNTY OF CHITTENDEN
STATE OF VERMONT

On this 14th day of August, 2019, personally appeared **Andrew Brown**, Duly Authorized Agent and Chair of the Village Board of Trustees of the **VILLAGE OF ESSEX JUNCTION**, Vermont, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the **VILLAGE OF ESSEX JUNCTION**.

Before me,

Susan McNamara Hill

Notary Public

My Commission Expires 1/8/21

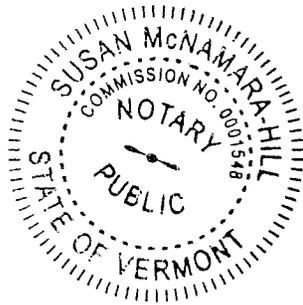


EXHIBIT A**Permanent Easements**

The following parcels shall be permanent easements as described in the Easement Agreement. Parcels 1-Xa, 1-Ya and 1-Za shall be referred to as Special Permanent Easements. Any Improvements or work performed within the Special Permanent Easements, Parcels 1-Xa, 1-Ya and 1-Za, shall be subject to the review and prior written approval of the Grantors. Improvements and the performance of any work within the Special Permanent Easements shall not interfere with railroad operations.

Being portions of **Parcel #1**, totaling 0.96 acres (41,654.18 square feet), more or less, as well as temporary and permanent easements, as shown on R.O.W. Detail Sheet 1 and R.O.W. Layout Sheets 1,2,3,3A & 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project") entitled Crescent Connector STP 5300 (13) Essex Junction, prepared by Dubois & King, Inc. dated September 2018, and last revised January 14, 2019, and to be filed in the Town of Essex Land Records (the "Plan").

The three portions of Parcel #1 being granted as permanent easements are further described in the attached Exhibit and as follows:

Parcel 1-X - An area of 0.03 acres (1,174.96 square feet), more or less, left of and between approximate stations 10+38.23 and 13+43.94 of the Railroad Street centerline of the Transportation Project;

Parcel 1-Y - an area of 0.68 acres (29,583.86 square feet), more or less, right of and between approximate stations 13+71.32 of the Railroad Street centerline of the Transportation Project and 18+24.54 of the Railroad Street centerline of the Transportation Project; and

Parcel 1-Z - an area of 0.25 acres (10,895.36 square feet), more or less, left of and between approximate stations 50+47.18 of the Maple Street centerline of the Transportation Project and 23+29.14 of the Railroad Street centerline of the Transportation Project.

Permanent easements for constructing, maintaining, and servicing traffic signals: in an area of 1,030.77 square feet, more or less, left of and between approximate stations 18+03.54 and 18+21.82.; all stations are of the established centerline of Railroad Street of the Transportation Project, unless otherwise noted.

Parcel 1-X

Being a portion of **Parcel #1**, consisting of 0.03 acres (1,388.86 square feet), more or less, as well as temporary and permanent easements, as shown on R.O.W. Detail Sheet 1 and R.O.W. Layout Sheets 1 & 2 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project") entitled Crescent Connector STP 5300 (13) Essex Junction, prepared by Dubois & King, Inc. dated September 2018 and to be filed in the Town of Essex Land Record as Parcel 1-X. The parcel is further described as beginning at the intersection of the northern edge of the McEwing Properties Parcel (N/F), the Highway ROW for Park St (VT 2A) and the existing railroad ROW labelled as POB on Layout Sheet 1 of the above-referenced plans (Sta RRS 10+38.23, 12.28' LT).

Thence proceeding easterly along a curve with a radius of 854.550' for a curve distance of 300.928', also with a chord distance of 299.376' and a chord bearing of N68 ° 19' 38.51"E. The end point of the curve is shown as Sta. RRS 13+43.94, 24.75' LT.

Thence proceeding along a curve with a radius of 226.689' for a curve distance of 30.807', also with a chord distance of 30.783' and a chord bearing of N63 ° 58' 10.51"E. The end point of the curve is shown as Sta. RRS 13+16.53, 24.75' LT.

Thence proceeding along a curve with a radius of 827.250' for a curve distance of 139.970', also with a chord distance of 139.803' and a chord bearing of S64 ° 54' 25.16"W. The end point of the curve is shown as Sta. RRS 11+72.37, 24.75' LT.

Thence proceeding along a curve with a radius of 375.250' for a curve distance of 87.418', also with a chord distance of 87.220' and a chord bearing of N76 ° 25' 40.68"E. The end point of the curve is shown as Sta. RRS 10+79.19, 24.75' LT.

Thence proceeding along a line for a distance of 4.195' with a bearing of S83 ° 10' 37.77"W. The end of the line is shown as Sta. RRS10+74.99, 24.76' LT.

Thence proceeding along a line for a distance of 6.153' with a bearing of N83 ° 03' 01.19"E. The end of the line is shown as Sta. RRS10+68.84, 24.75' LT.

Thence proceeding along a curve with a radius of 14.413' for a curve distance of 6.064', also with a chord distance of 6.019' and a chord bearing of N84 ° 53' 49.56"W. The end point of

the curve is shown as Sta. RRS 10+62.95, 26.00' LT.

Thence proceeding along a line for a distance of 1.640' with a bearing of N8° 46' 51.14"E. The end of the line is shown as Sta. RRS10+62.89, 27.64' LT.

Thence proceeding along a line for a distance of 6.189' with a bearing of N77° 16' 03.67"E. The end of the line is shown as Sta. RRS 10+56.74, 27.01' LT.

Thence proceeding along a line for a distance of 10.465' with a bearing of S78° 31' 19.28"W. The end of the line is shown as Sta. RRS 10+46.31, 26.18' LT.

Thence proceeding along a line for a distance of 16.068' with a bearing of S23° 15' 58.27"W. The end of the line is shown as Sta. POB RRS 10+38.23, 12.28' LT.

Parcel 1-Y

Being a portion of **Parcel #1**, consisting of 0.67 acres (29,269.27 square feet), more or less, as well as temporary and permanent easements, as shown on R.O.W. Detail Sheet 1 and R.O.W. Layout Sheets 2, 3 & 4 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project") entitled Crescent Connector STP 5300 (13) Essex Junction, prepared by Dubois & King, Inc. dated September 2018 and to be filed in the Town of Essex Land Record as Parcel 1-Y. The parcel is further described as beginning at the intersection of the eastern edge of the Land-Mark Industrial Parcel (N/F) and the southern edge of the Maple Street ROW labelled as POB on Layout Sheet 3 of the above-referenced plans. This point is shown on the plans as Sta. MS 51+08.23, 23.48' RT & RRS 18+24.54, 8.30' RT.

Thence proceeding westerly along the existing Maple Street ROW in a line for a distance of 64.733' with a bearing of N69° 19' 30.77"W. The end point of the line is shown as Sta. RRS 18+23.57, 56.42' LT.

Thence turning proceeding along a line for a distance of 1.469' with a bearing of N29° 24' 38.71" E. The end of the line is shown as Sta. RRS 18+22.11, 56.62' LT.

Thence proceeding along a line for a distance of 17.770' with a bearing of S30° 35' 21.72"W. The end of the line is shown as Sta. RRS 18+04.56, 59.42' LT.

Thence proceeding along a line for a distance of 7.659' with a bearing of S66° 33' 02.22"W. The end of the line is shown as Sta. RRS 18+04.31, 51.76' LT.

Thence proceeding along a line for a distance of 23.004' with a bearing of S66° 33' 02.22"E. The end of the line is shown as Sta. RRS 18+03.54, 28.77' LT.

Thence proceeding along a curve with a radius of 35.000' for a curve distance of 16.561', also with a chord distance of 16.407' and a chord bearing of S7° 21' 29.36"W. The end point of the curve is shown as Sta RRS 17+87.63, 24.75' LT.

Thence proceeding along a line for a distance of 57.323' with a bearing of S21° 32' 16.72"W. The end of the line is shown as Sta. RRS 17+30.31, 24.75' LT.

Thence proceeding along a line for a distance of 5.751' with a bearing of S69° 28' 00.10"E. The end of the line is shown as Sta. RRS 17+30.41, 19.00' LT.

Thence proceeding along a line for a distance of 24.474' with a bearing of S20° 39' 18.34"W. The end of the line is shown as Sta. RRS 17+05.94, 18.62' LT.

Thence proceeding along a line for a distance of 6.129' with a bearing of N69° 28' 12.56"W. The end of the line is shown as Sta. RRS 17+05.83, 24.75' LT.

Thence proceeding along a line for a distance of 3.780' with a bearing of S21° 32' 24.25"W. The end of the line is shown as Sta. RRS 17+02.05, 24.75' LT.

Thence proceeding along a line for a distance of 45.018' with a bearing of N68° 19' 05.39"W. The end of the line is shown as Sta. RRS 17+02.17, 69.77' LT.

Thence proceeding along a curve with a radius of 863.160' for a curve distance of 178.537', also with a chord distance of 178.219' and a chord bearing of S27° 37' 12.28"W. The end point of the curve is shown as Sta RRS 14+81.28 32.80' LT.

Thence proceeding along a line for a distance of 56.187' with a bearing of S82° 31' 31.91"W. The end of the line is shown as Sta. RRS 14+14.03, 35.81' LT.

Thence proceeding along a curve with a radius of 1045.324' for a curve distance of 94.317', also with a chord distance of 94.285' and a chord bearing of S17° 46' 04.44"W. The end point of the curve is shown as Sta RRS 13+71.32, 49.50' RT.

Thence proceeding along a line for a distance of 21.012' with a bearing of N78° 04' 21.00"E. The end of the line is shown as Sta. RRS 13+99.19, 48.88' RT.

Thence proceeding along a line for a distance of 14.544' with a bearing of N86° 22' 44.77"E. The end of the line is shown as Sta. RRS 14+17.44, 48.87' RT.

Thence proceeding along a line for a distance of 9.523' with a bearing of N77° 06' 25.27"E. The end of the line is shown as Sta. RRS 14+25.00, 47.24' RT.

Thence proceeding along a line for a distance of 30.950' with a bearing of N83° 54' 30.73"E. The end of the line is shown as Sta. RRS 14+50.00, 48.10' RT.

Thence proceeding along a line for a distance of 10.186' with a bearing of N73° 17' 46.15"E. The end of the line is shown as Sta. RRS 14+58.20, 47.34' RT.

Thence proceeding along a line for a distance of 5.387' with a bearing of N67° 08' 19.17"E. The end of the line is shown as Sta. RRS 14+62.52, 46.53' RT.

Thence proceeding along a line for a distance of 22.089' with a bearing of N3° 46' 17.17"W. The end of the line is shown as Sta. RRS 14+66.29, 24.89' RT.

Thence proceeding along a curve with a radius of 225.435' for a curve distance of 36.110', also with a chord distance of 36.071' and a chord bearing of N69° 22' 23.54"E. The end point of the curve is shown as Sta RRS 14+98.41, 24.83' RT.

Thence proceeding along a line for a distance of 1.471' with a bearing of S25° 45' 46.30"E. The end of the line is shown as Sta. RRS 14+98.41, 26.30' RT.

Thence proceeding along a line for a distance of 2.623' with a bearing of N64° 14' 13.70"E. The end of the line is shown as Sta. RRS 15+00.74, 26.28' RT.

Thence proceeding along a line for a distance of 118.160' with a bearing of S24° 49' 46.98"W. The end of the line is shown as Sta. RRS 14+41.86, 114.79' RT.

Thence proceeding along a line for a distance of 23.000' with a bearing of S65° 12' 26.98"E. The end of the line is shown as Sta. RRS 14+53.53, 128.11' RT.

Thence proceeding along a line for a distance of 155.167' with a bearing of N24° 49' 46.98"E. The end of the line is shown as Sta. RRS 15+39.43, 24.77' RT.

Thence proceeding along a line for a distance of 134.127' with a bearing of N24° 49' 54.12"E. The end of the line is shown as Sta. RRS 16+65.86, 0.82' LT.

Thence proceeding along a line for a distance of 158.946' with a bearing of N24° 49' 53.22"E to the point of beginning (Sta. MS 51+08.23, 23.48' RT & RRS 18+24.54, 8.30' RT)

The area of Parcel 1-Y that does not exclude NECR use is the portion of land 15 feet from the near rails of the existing track.

Parcel 1-Z

Being a portion of **Parcel #1**, consisting of 0.25 acres (10,979.29 square feet), more or less, as well as temporary and permanent easements, as shown on R.O.W. Detail Sheet 1 and R.O.W. Layout Sheets 3 & 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project") entitled Crescent Connector STP 5300 (13) Essex Junction, prepared by Dubois & King, Inc. dated September 2018 and to be filed in the Town of Essex Land Record as Parcel 1-Z. The parcel is further described as beginning at the

intersection of the western edge of the CV Properties Incorporated Parcel (N/F) and the northern edge of the Maple Street ROW labelled as POB on Layout Sheet 3 of the above-referenced plans. This point is shown on the plans as Sta. MS 50+84.09, 26.02' LT & RRS 18+75.94, 12.89' LT.

Thence proceeding northerly along a line for a distance of 225.880' with a bearing of N16° 00' 12.99"E. The end point of the line is shown as Sta. RRS 21+01.36, 2.11' RT.

Thence proceeding along a line for a distance of 228.610' with a bearing of N7° 41' 50.86"E. The end of the line is shown as Sta. RRS 23+29.14, 13.34' LT.

Thence proceeding along the existing Main Street ROW in a line for a distance of 51.360' with a bearing of S50° 29' 52.31"W. The end of the line is shown as Sta. RRS 23+13.24, 35.50' LT.

Thence proceeding along a curve with a radius of 698.887' for a curve distance of 17.705'', also with a chord distance of 17.704' and a chord bearing of S2° 42' 33.54"E. The end point of the curve is shown as Sta. RRS 22+96.48, 41.19' LT.

Thence proceeding along a line for a distance of 12.522' with a bearing of S63° 07' 34.46"E. The end of the line is shown as Sta. RRS 22+72.49, 30.85' LT.

Thence proceeding along a curve with a radius of 2.000' for a curve distance of 2.629', also with a chord distance of 2.444' and a chord bearing of S25° 27' 56.14"E. The end point of the curve is shown as Sta RRS 22+67.35, 29.50' LT.

Thence proceeding along a line for a distance of 15.569' with a bearing of S12° 11' 47.12"W. The end of the line is shown as Sta. RRS 22+51.17, 29.50' LT.

Thence proceeding along a line for a distance of 3.135' with a bearing of N77° 48' 12.88"W. The end of the line is shown as Sta. RRS 22+51.17, 32.64' LT.

Thence proceeding along a line for a distance of 5.000' with a bearing of S12° 11'

38.88"W. The end of the line is shown as Sta. RRS 22+46.17, 32.63' LT.

Thence proceeding along a line for a distance of 3.134' with a bearing of S77° 48' 12.88"E. The end of the line is shown as Sta. RRS 22+46.17, 29.50' LT.

Thence proceeding along a line for a distance of 38.955' with a bearing of S12° 11' 34.53"W. The end of the line is shown as Sta. RRS 22+07.22, 29.50' LT.

Thence proceeding along a line for a distance of 34.308' with a bearing of S4° 38' 36.22"W. The end of the line is shown as Sta. RRS 21+73.20, 24.99' LT.

Thence proceeding along a line for a distance of 8.796' with a bearing of S10° 37' 43.64"W. The end of the line is shown as Sta. RRS 21+64.41, 24.75' LT.

Thence proceeding along a line for a distance of 25.605' with a bearing of S12° 14' 58.22"W. The end of the line is shown as Sta. RRS 21+38.81, 24.77' LT.

Thence proceeding along a curve with a radius of 794.691' for a curve distance of 124.651', also with a chord distance of 124.522' and a chord bearing of S12° 48' 13.28"W. The end point of the curve is shown as Sta RRS 20+14.29, 26.09' LT.

Thence proceeding along a curve with a radius of 800.725' for a curve distance of 135.065', also with a chord distance of 134.905' and a chord bearing of S22° 08' 52.44"W. The end point of the curve is shown as Sta MS 50+47.18, 26.01³ LT & RRS 18+81.42, 49.40' LT.

Thence proceeding along the existing Maple Street ROW in a line for a distance of 36.914' with a bearing of S69° 19' 30.77"E to the point of beginning (Sta. MS 50+84.09, 26.02' LT & RRS 18+75.94, 12.89'LT)

Parcel 1-Xa.

Being a parcel beginning at the Park Street right-of-way at sta. RRS 10+46.31, 26.18' LT. Parcel is labeled as 1-Xa on R.O.W. LAYOUT SHEET 1 (sheet number 6 of 12) R.O.W.

plans entitled *CRESCENT CONNECTOR STP 5300 (13) ESSEX JUNCTION*. Parcel contains 670.144 square feet.

Thence proceeding northerly a distance of 31.337' with a bearing of North 23° 15' 58.27" East to a point shown as PS 33+57.10, 26.96' LT on the R.O.W. plan.

Thence proceeding northerly a distance of 13.015' with a bearing of North 22° 58' 16.09" East to a point shown as PS 33+70.26, 26.80' LT on the R.O.W. plan.

Thence proceeding southerly a distance of 7.912' with a bearing of South 66° 39' 20.92" East to a point shown as PS 33+70.25, 34.71' LT on the R.O.W. plan.

Thence proceeding southerly a distance of 29.329' with a bearing of South 6° 10' 26.12" East to a point shown as RRS 10+75.00, 31.24' LT on the R.O.W. plan.

Thence proceeding southerly a distance of 2.367' with a bearing of South 6° 49' 25.11" East to a point shown as RRS 10+75.00, 28.88' LT on the R.O.W. plan.

Thence proceeding southerly a distance of 4.122' with a bearing of South 6° 49' 22.23" East to a point shown as RRS 10+74.99, 24.76' LT on the R.O.W. plan.

Thence proceeding northerly a distance of 6.153' with a bearing of North 83° 03' 01.19" East to a point shown as RRS 10+68.84, 24.75' LT on the R.O.W. plan.

Thence proceeding easterly along a curve with a radius of 14.413' for a curve distance of 6.064', also with a chord distance of 6.019' and a chord bearing of North 84° 53' 49.56" East to a point shown as Sta. RRS 10+62.95, 26.00' LT on the R.O.W. plan.

Thence proceeding northerly a distance of 1.640' with a bearing of North 8° 46' 51.14" West to a point shown as RRS 10+62.89, 27.64' LT on the R.O.W. plan.

Thence proceeding northerly a distance of 1.640' with a bearing of North 8° 46' 51.14" West to a point shown as RRS 10+62.89, 27.64' LT.

Thence proceeding northerly a distance of 6.189' with a bearing of North 77°16'03.67" East to a point shown as RRS 10+56.74, 27.01' LT.

Thence proceeding northerly a distance of 10.465' with a bearing of South 78°31'19.28" West to the point of beginning.

Parcel 1-Ya

The parcel is described as beginning at the Maple Street right-of-way at sta. POB = RRS18+23.57, 56.42' LT. Parcel is labeled as 1-Ya on R.O.W. LAYOUT SHEET 3A (sheet number 9 of 12) R.O.W. plans entitled *CRESCENT CONNECTOR STP 5300 (13) ESSEX JUNCTION*. Parcel contains 1110.297 square feet.

Thence proceeding northerly a distance 1.469' with a bearing of North 29°24'38.71" East to a point shown as RRS 18+22.11, 56.62' LT.

Thence proceeding southerly a distance 17.770' with a bearing of South 30°35'21.72" West to a point shown as RRS 18+04.56, 59.42' LT.

Thence proceeding southerly a distance 7.659' with a bearing of South 66°33'02.22" East to a point shown as RRS 18+04.31, 51.76' LT.

Thence proceeding northerly a distance 5.045' with a bearing of North 31°08'26.69" East to a point shown as RRS 17+99.33, 52.60' LT.

Thence proceeding northerly a distance 12.722' with a bearing of North 66°33'02.22" East to a point shown as RRS 17+99.76, 65.32' LT.

Thence proceeding northerly a distance 5.048' with a bearing of North 31°19'23.65" East to a point shown as RRS 18+04.73, 64.46' LT.

Thence proceeding northerly a distance 33.859' with a bearing of North 66°33'02.22"

East to a point shown as RRS 18+05.86, 98.30' LT.

Thence proceeding northerly a distance 18.450' with a bearing of North 70°32'13.13"
West to a point shown as RRS 18+05.19, 116.74' LT.

Thence proceeding northerly a distance 17.526' with a bearing of N 22°07'00.58" East to
a point shown as RRS 18+22.72, 116.56' LT.

Thence proceeding southerly a distance 19.945' with a bearing of South 69°09'37.96"
East to a point shown as RRS 18+22.96, 96.92' LT.

Thence proceeding southerly a distance 40.204' with a bearing of South 69°19'30.77"
East to the point of beginning.

Parcel 1-Za

The parcel is described as beginning at the Main Street right-of-way at sta. RRS 23+13.24,
35.50' LT. Parcel is labeled as 1-Za on R.O.W. LAYOUT SHEET 6 (sheet number 12 of 12)
R.O.W. plans entitled *CRESCENT CONNECTOR STP 5300 (13)*. Parcel contains 84.593 square
feet.

Thence proceeding along a curve with a radius of 698.887' for a curve distance of
17.705'', also with a chord distance of 17.704' and a chord bearing of South 2°42'33.54" East to
a point on the curve shown as Sta. RRS 22+96.48, 41.19' LT on the R.O.W. plan.

Thence proceeding northerly a distance of 6.538' with a bearing of South 63°07'48.83"
West to a point shown as RRS 23+01.36, 45.54' LT on the R.O.W. plan.

Thence proceeding northerly a distance of 9.603' with a bearing of North 8°00'23.88"
West to a point shown as RRS 23+10.70, 43.30' LT on the R.O.W. plan.

Thence proceeding southerly a distance of 8.207' with a bearing of South 50°29'52.31"
West to the point of beginning.

Exhibit B**(Temporary Construction Easement)**

Temporary easements to extend highway slopes and embankments:

- (a) *in an area of 2,335.24 square feet, more or less, left of and between approximate stations 10+74.99 and 13+76.43; and*
- (b) *in an area of 679.44 square feet, more or less, right of and between approximate stations 14+62.52 and 15+00.75; and*
- (c) *in an area of 416.29 square feet, more or less, left of and between approximate stations 15+29.75 and 17+01.78; and*
- (d) *in an area of 33.21 square feet, more or less, left of and between approximate stations 21+47.82 and 21+80.08; and*
- (e) *in an area of 2.97 square feet, more or less, left of and between approximate stations 21+90.75 and 21+97.16; and*
- (f) *in an area of 66.99 square feet, more or less, left of and between approximate stations 22+52.53 and 22+98.48;*

- *all stations are of the Railroad Street centerline of the Transportation Project.*

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install project demarcation fence (temporary 6' tall chain link) and undertake general construction functions

- (a) *in an area of 1,230.67 square feet, more or less, left of and between approximate stations 10+75.00 and 13+80.10; and*
- (b) *in an area of 119.67 square feet, more or less, right of and between approximate stations 13+63.21 and 13+87.16; and*
- (c) *in an area of 1,726.04 square feet, more or less, right of and between approximate stations 14+22.02 and 14+85.01; and*
- (d) *in an area of 5,241.35 square feet, more or less, left of and between approximate stations 14+68.04 and 18+04.31; and*
- (e) *in an area of 578.19 square feet, more or less, left of and between approximate stations 21+38.81 and 22+98.48;*

- *all stations are of the Railroad Street centerline of the Transportation Project.*

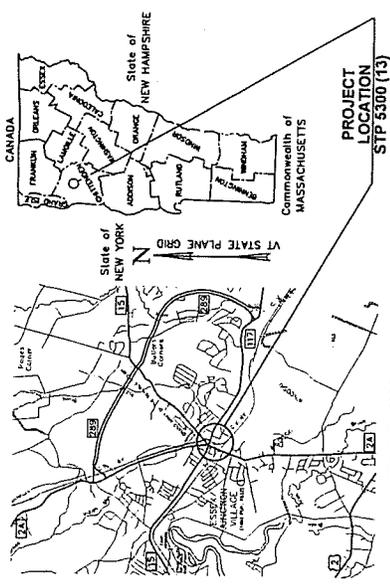
Exhibit C

R.O.W. PLANS

INDEX OF SHEETS:

- 1 R.O.W. TITLE SHEET
- 2-5 R.O.W. DETAIL SHEETS
- 6-12 R.O.W. LAYOUT SHEETS

PROPOSED IMPROVEMENT VILLAGE OF ESSEX JUNCTION COUNTY OF CHITTENDEN STP 5300 (13) CRESCENT CONNECTOR



PROJECT LOCATION

BEGINNING AT A POINT ON PARK STREET APPROXIMATELY 875 FEET SOUTH OF THE 'S' CORNERS' INTERSECTION THEN EXTENDING NORTH ALONG PARK STREET TO THE NEW ENGLAND CENTRAL RAILROAD (NEC) BURLINGTON BRANCH; ALONG THE EAST SIDE OF NEC'S BURLINGTON BRANCH AND CROSSING NEC'S MAIN LINE; CONTINUING NORTH ACROSS MAPLE STREET; AND THEN CROSSING THE EXISTING ALIGNMENT OF RAILROAD STREET TO THE INTERSECTION OF MAIN STREET.

PROJECT DESCRIPTION:

WORK TO BE PERFORMED UNDER THIS CONTRACT INCLUDES: THE CONSTRUCTION OF A NEW ROADWAY (RAILROAD STREET) ON A NEW ALIGNMENT; ADDITION OF TURNING LANES ON PARK STREET AND MAPLE STREET; RECONSTRUCTION OF RAILROAD STREET; INSTALLATION OF TRAFFIC SIGNALS AND RAILROAD SIGNALS; AND INSTALLATION OF CONCRETE SIDEWALKS, GRANITE CURBS, STREET LIGHTS, DRAINAGE IMPROVEMENTS, PAVEMENT MARKINGS, AND SIGNS.

RAILROAD STREET STA. 23+49.35 =
END R.O.W. PROJECT STP 5300(13)

PARK STREET STA. 33+61.70
LIMIT OF CONSTRUCTION

RAILROAD STREET STA. 10+13.76
BEGIN PROJECT STP 5300(13)

BEGIN R.O.W. PROJECT
STP 5300 (13)

PARK STREET STA. 30+41.72

PARK STREET STA. 29+74.07
LIMIT OF CONSTRUCTION

MAPLE STREET STA. 47+50.00
LIMIT OF CONSTRUCTION

MAIN STREET STA. 70+72.71
LIMIT OF CONSTRUCTION

MAIN STREET STA. 72+11.07
LIMIT OF CONSTRUCTION

RAILROAD STREET STA. 23+40.49 =
END PROJECT STP 5300(13)

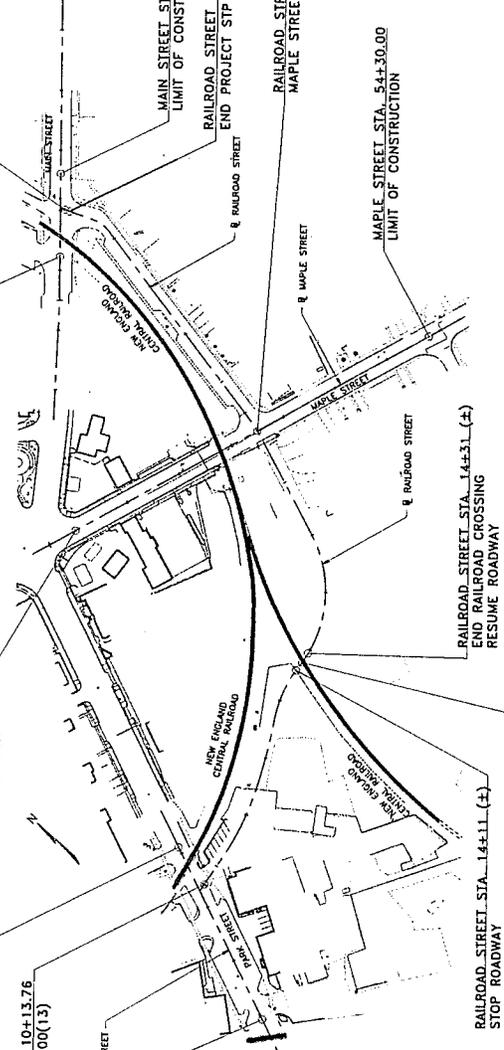
RAILROAD STREET STA. 18+47.91 =
MAPLE STREET STA. 50+99.61

MAPLE STREET STA. 54+30.00
LIMIT OF CONSTRUCTION

RAILROAD STREET STA. 14+31.42
END RAILROAD CROSSING
RESUME ROADWAY

STA. 14+26.49 - RAILROAD STREET
M. M. 108.02 NECR

RAILROAD STREET STA. 14+11.42
STOP ROADWAY
BEGIN RAILROAD CROSSING



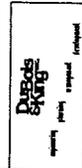
CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, AS APPROVED BY THE BOARD OF SUPERVISORS ON APRIL 13, 2018, FOR USE ON THIS PROJECT. ANY SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.



PLOTTED JUL 15, 2019

FINAL R.O.W. PLANS
JULY 2019

CHIEF OF RIGHT OF WAY
APPROVED _____ DATE _____
PROJECT NAME : CRESCENT CONNECTOR
PROJECT NUMBER : STP 5300 (13)
SHEET 1 OF 12 SHEETS



QUALITY ASSURANCE PROGRAM : LEVEL 2
SURVEYED BY: DUBOIS & KING, INC. IN 2012
DATUM
VERTICAL : NAVD 83 (GEOID 12A)
HORIZONTAL : NAVD 83 (2011) EPOCH 2010.0

EXHIBIT E**CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made as of _____, 20____, (the "Effective Date"), by and between _____ Railroad ("Railroad") and _____ ("Licensee").

WITNESSETH:

WHEREAS, Licensee has submitted a written request or application to Railroad requesting permission to enter Railroad's property at or near the location specified in Section 1 below for the limited purpose of performing certain work; and

WHEREAS, Railroad is willing to grant to Licensee the limited right and permission to enter upon such property for the limited purpose of performing such work in accordance with the terms provided herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/PAYMENT/WORK PRACTICES:

1.1 Railroad hereby conveys to Licensee the limited right and permission to enter upon the Railroad's property located at or near Milepost _____, _____ Subdivision, Latitude: _____, Longitude: _____ located in _____, in the County of _____, State of _____ as reflected on the map attached hereto as Exhibit A and incorporated herein by reference (the "Property") for the purpose of Licensee, through its employees, agents or contractors to _____ (the "Work"); and

1.2 Upon execution of this Agreement, Railroad hereby grants to Licensee, the right and permission to enter upon Railroad's Property for the purpose of performing the Work, subject to the terms, conditions and provisions set forth in this Agreement.

1.3 The Work shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of Railroad's Chief Engineer, or his duly authorized representative (the "Representative"), and in a manner to avoid accident, damage or harm to persons or property and delays to or interference with the operations of Railroad.

Section 2. PRIOR NOTICE/FLAGGING/OTHER CONDITIONS.

2.1 Licensee or Licensee's contractor shall notify Railroad's Representative at least five (5) business days before proceeding with any phase of the Work on the Property and shall abide by the instructions of said Representative concerning the safety of the Railroad. All persons entering the Property pursuant to the permission granted herein shall comply with and perform the Work in accordance with Genesee & Wyoming Inc.'s Code of Ethics and Conduct and all publicly available policies referenced therein, including but not limited to the Contractor Safety Rules (collectively, the "Policies"), which can be located at

https://www.gwrr.com/investors/pdfs/GWR_US_Ethics_073008.pdf and
<https://www.gwrr.com/download.axd/0774e378f35949f59f232ef1adbc63e7.pdf?d=Contractor%20Safety%20Rules>

. The following Personal Protective Equipment (“PPE”) must be worn at all times on the Property: Hard Hats, Safety Footwear, certified Eye Protection with side shields and approved High-Visibility Work wear. Additional forms of PPE may be required under certain circumstances as specified in the aforesaid Contractor Safety Rules.

2.2 Railroad shall furnish such personnel, flagman or watchman which in Railroad’s reasonable discretion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work; however, it is agreed that flaggers will be required only when work is being performed within fifteen (15) feet of the near rail or otherwise not protected by the agreed upon fencing as per Section 1.3(d) of the Easement Agreement entered into by and Between the Railroad and the Village of Essex Junction. The Licensee or its contractor shall reimburse Railroad promptly for the actual cost of said services, within thirty (30) days of the receipt of bill or bills therefor.

2.4 Prior to entering upon the Property, Licensee agrees to comply with the **RAILROAD’S ROADWAY WORKER PROTECTION TRAINING POLICY** as set forth in Exhibit B attached hereto and incorporated herein by reference, if such training is applicable as determined in the sole discretion of Railroad.

2.5 The permission herein granted is subject to all existing leases, licenses and occupancies of the Property by third parties. Licensee acknowledges that, in agreeing to this Agreement, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Agreement. Licensee shall secure the consent, and protect the facilities, of each such third party occupier of the Property.

2.6 Licensee shall implement and enforce a safety program conforming to all applicable requirements of federal, state and local laws, rules and regulations.

Section 3. LEGAL COMPLIANCE.

Licensee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the Work or Licensee’s activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state “One Call” - “Call Before You Dig” requirements. Licensee shall indemnify, defend and save harmless Railroad and its affiliates from and against, and shall pay, all expenses, damages, penalties, and claims, including without limitation reasonable counsel fees, that may arise from, or be imposed because of, the failure of Licensee to comply with this Section.

Section 4. LIABILITY/INDEMNITY.

4.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad and its affiliates, and each of their directors, officers, agents and employees of Railroad, harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, employees or contractor(s) of the parties hereto, and (b) the loss or damage to any property whatsoever, including property claims, demands, suits, judgments or expenses incurred in connection therewith, resulting from or arising out of the acts or omissions of Licensee, its agents, employees or contractor(s), or resulting from, arising out of, or occurring in connection with the entry or presence of Licensee, its agents, employees or contractor(s) on the Property, or resulting from, arising out of, or occurring in connection with the performance or execution of the Work performed under this Agreement or incidental thereto and assumes the risk of any of the work performed by any of its employees on Railroad property.

4.2 IN NO EVENT UNDER THIS AGREEMENT WILL RAILROAD HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "RAILROAD" AS USED IN THIS SECTION 4 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF RAILROAD, AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 5. INSURANCE.

Licensee agrees to comply with the **INSURANCE REQUIREMENTS FOR CONTRACTOR RIGHT-OF-ENTRY LICENSE AGREEMENTS**, attached hereto as Exhibit C and incorporated herein by reference, and shall provide the required Certificate of Insurance to Railroad with return of the signed duplicate original of this Agreement prior to the commencement of the Work.

Section 6. NOTIFICATION.

Licensee shall promptly notify said Chief Engineer of any loss, damage, injury or death arising out of or in connection with said Work.

Section 7. RESTORATION.

Upon completion of the Work or the term of the Agreement, Licensee shall promptly remove from the Property all tools, equipment and materials placed thereon by Licensee, except for any and all improvements made by Licensee. Licensee shall restore the Property to the same state and condition as when Licensee first entered thereon, except for any and all improvements made by Licensee, and shall leave the Property in a condition satisfactory to Railroad's Chief Engineer or Representative.

Section 8. TERM/TERMINATION.

This Agreement and the permission conferred and the license granted by it does not constitute a grant of

permanent easement to Licensee and shall terminate upon completion of the Work or at midnight 180 calendar days following the Effective Date, whichever occurs first, unless extended in writing by Railroad.

Section 9. COMPLIANCE AND DOCUMENTATION.

Licensee agrees, and shall cause its agents, employees or contractor(s), to (a) understand and comply with the terms and conditions of this Agreement, (b) carry a copy of this Agreement at all times while on the Property, and (c) promptly present the copy of this Agreement to any employee of Railroad upon request.

Section 10. RAILROAD CONTACT INFORMATION.

The Railroad's Chief Engineer is:

The Railroad's Representative is:

Error! Unknown document property name., _____

Railroad **EMERGENCY** Phone Number: _____
Reference Location: _____ **Subdivision** _____ **Milepost** _____

Section 11. NON-WAIVER.

If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

Section 12. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of Vermont, without regard to the choice of law provisions thereof.

Section 13. ASSIGNMENT.

Licensee shall not assign this Agreement without the prior written consent of Railroad, which consent may be granted or withheld at Railroad's sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

Section 14. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 15. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 16. HEADINGS.

The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 17. CONSTRUCTION OF TERMS.

The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

RAILROAD:

LICENSEE:

By: _____

Name:

Its:

By: _____

Name:

Its:

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

ROADWAY WORKER PROTECTION TRAINING POLICY

A. In order to maintain the integrity and security of the Property and Railroad's operations, prior to each employee of Licensee and its contractor entering upon the Property (each a "Licensee Applicant"), Licensee shall cause its employees, and shall cause its contractor to require its employees, to successfully complete the Genesee & Wyoming Inc. Roadway Worker Training Program (the "Program") on an annual basis to be administered by Roadway Worker Training, Inc. (the "Program Administer"), at the sole cost and expense of the Licensee or contractor, as the case may be (the current cost of which is \$35.00 USD per Licensee Applicant). The Program shall be available via the internet and instructions to access the Program set forth in Paragraph K.

B. Upon completion of the Program, the Licensee Applicant shall be required to satisfactorily complete a test administered by the Program Administer. The Program Administer shall be responsible for scoring such test and verifying whether the Licensee Applicant satisfies the requirements of Railroad to perform work on the Property. Any Licensee Applicant who fails to achieve a satisfactory score or who refuses to complete such test shall not be permitted to enter the Property.

C. When a satisfactory score is achieved by the Licensee Applicant, the Program Administrator shall furnish a certificate (the "Certificate") to the business address of Licensee or its contractor, as the case may be, for distribution to the Licensee Applicant. Until receipt of the Certificate from the Program Administrator, the Licensee Applicant shall print a temporary certificate authorizing the Licensee Applicant's access to the Property.

D. For the avoidance of doubt, satisfactory completion of the Program as evidenced by receipt of a Certificate does not in itself grant permission to the Licensee Applicant to enter the Property, except as expressly permitted under and in strict compliance with the terms of the Agreement.

E. The Licensee Applicant shall be responsible for carrying the Certificate at all times when on the Property.

F. All communications regarding Licensee Applicants, the Program, or any other matters described in this Exhibit B should be addressed to:

Michael Lundell

GWI Safety Department
13901 Sutton Park Drive South, Suite 180
Jacksonville, FL 32224
Mlundell@gwrr.com
(904) 596-1766

G. Licensee and its contractor shall be responsible for managing and recovering Certificates from their employees who resign, retire or are terminated.

H. Notwithstanding the receipt of a Certificate by a Licensee Applicant, Railroad reserves the right to reject any Licensee Applicant from entering upon the Property in Railroad's sole discretion in accordance with:

- i) Genesee & Wyoming Inc. Code of Ethics and Conduct,
- ii) Genesee & Wyoming Inc. Contractor Safety Rules, or
- iii) upon failure to comply with the terms and conditions of the Agreement and all applicable laws.

I. To the extent that any portion of the requirements set forth in this Exhibit B violates any law, ordinance, statute or regulation that portion shall be ignored and the Licensee or contractor, as the case may be, shall comply with all remaining portions of Railroad's Roadway Protection Training Policy, the Program or the related application process.

J. Licensee or its contractor, as the case may be, shall be primarily responsible for enforcement of the Program; *provided, however*, that both Railroad and the Federal Railroad Administration reserve the right to audit Licensee and its contractor, as the case may be, for compliance with the Program and Railroad's Roadway Protection Training Policy. Should a Licensee or its contractor, as applicable, be found out of compliance, any and all fines or penalties incurred by Railroad due to such non-compliance shall be the sole obligation of the Licensee.

K. To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line please follow these instructions:

- Start at website www.rrtrainers.com
- Click on the "On-Line Courses" button
- Select the G&W course by clicking on the course name

- On the right hand side of the page select "New User Registration"
- Fill out all of the fields on the registration page and submit
- You will receive a username and password via email
- After receiving the username and password go back to the On-Line Courses page and select the G&W course again
- Complete the registration process and training.

EXHIBIT C**INSURANCE REQUIREMENTS FOR RIGHT-OF-ENTRY LICENSE AGREEMENT**

(a) The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad and its affiliates waiving the carrier's right to pursue a claim against Railroad, and shall name the Railroad and its affiliates as Additional Insured.** An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad and its affiliates waiving the carrier's right to pursue a claim against Railroad, and shall name the Railroad and its affiliates as Additional Insured.**

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad and its affiliates waiving the carrier's right to pursue a claim against Railroad.**

(iv) **Prior to construction within 50' of the railroad tracks, the Licensee shall purchase**

Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Railroad and its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

C/O Genesee & Wyoming Railroad Services, Inc.

13901 Sutton Park Drive South, Suite 160

Jacksonville, FL 3224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Licensee shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase

additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized by Licensee, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Essex, Vermont Town Clerk's Office
AUG 21, 2019 12:54 PM
Received for record and recorded in
book: 1018 on page: 513 - 562
Of Essex Land Records
Attest: Susan McNamara-Hill
Town Clerk

ACKNOWLEDGEMENT
Return Received (including
Certificates and, if Required
Act 250 Disclosure Statement)
PTTR # 2019-298
Signed Susan McNamara-Hill, Town Clerk
Date: AUG 21, 2019

VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, **McEWING PROPERTIES, LLC**, a Vermont Limited Liability Company with a principal place of business located at 34 Park Street, #1, Essex Junction, Vermont Grantor, in consideration of ten dollars and other good and valuable consideration paid to its full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of the creation of a roadway on, beneath and above that certain temporary rights and easements for the purpose of creating, maintaining, replacing, repairing a roadway and certain appurtenances and associated improvements on, beneath and above land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **McEWING PROPERTIES, LLC** by Warranty Deed of Flanders Building Supply, Inc. dated May 22, 2002 of record in Book 487 at Page 414 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #2**, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheet 2 and R.O.W. Layout Sheets 1-3 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project") entitled Crescent Connector STP 5300 (13) Essex Junction, prepared by Dubois & King, Inc. dated September 2018, and to be filed in the Town of Essex Land Records. In connection with this **Parcel #2**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, repairing, replacing and servicing a paved highway and sidewalk, including drainage structures, storm pipes, street lights, conduits, traffic signals, street trees and grates, roadway markings and signs, and public utility lines and appurtenances: in an area of 0.42 acres (18,176.12 square feet), more or less, between and right of approximate station 32+64.84 of the Park Street centerline of the Transportation Project and left of approximate station 14+36.97 of the Railroad Street centerline of the Transportation Project.

A permanent easement for constructing, maintaining, and servicing a traffic signal in an area of 55.13 square feet, more or less, right of and between approximate stations 10+27.61 and 10+41.56 of the Railroad Street centerline of the Transportation Project.

Permanent easements for constructing, maintaining, and servicing street lights: in an area of 3.22 square feet, more or less, right of and between approximate stations 10+43.45 and 10+47.49; in an area of 6.56 square feet, more or less, right of and between approximate stations 11+02.43 and 11+07.16; in an area of 6.38 square feet, more or less, right of and between approximate stations 11+77.74 and 11+82.60; in an area of 5.87 square feet, more or less, right of and between approximate stations 12+47.22 and 12+52.09; and in an area of 7.87 square feet, more or less, right of and between approximate stations 13+14.68 and 13+20.08; all stations are of the Railroad Street centerline of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 2,413.35 square feet, more or less, right of and between approximate stations 10+55.99 and 11+90.16; and in an area of 3,977.18 square feet, more or less, right of and between approximate stations 12+12.61 and 13+85.90; all stations are of the Railroad Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install tree protection fence and undertake general construction functions: in an area of 1,464.62 square feet, more or less, right of and between approximate stations 30+41.95 (of the Park Street centerline of the Transportation Project) and 31+74.24 (of the Park Street centerline of the Transportation Project); in an area of 187.91 square feet, more or

less, right of and between approximate stations 32+05.60 (of the Park Street centerline of the Transportation Project) and 10+32.82 (of the Railroad Street centerline of the Transportation Project); in an area of 1,517.16 square feet, more or less, right of and between approximate stations 10+44.36 (of the Railroad Street centerline of the Transportation Project) and 11+89.83 (of the Railroad Street centerline of the Transportation Project); and in an area of 1,504.43 square feet, more or less, right of and between approximate stations 12+13.16 and 13+71.31 of the Railroad Street centerline of the Transportation Project.

Temporary easements to enter upon land of the Grantor, during the period of construction, to construct a drive in an area of 632.55 square feet, more or less, right of and between approximate stations 31+74.24 and 32+05.60 of the Park Street centerline of the Transportation Project; and in an area of 1032.70 square feet, more or less, right of and between approximate stations 11+89.83 and 12+13.16 of the Railroad Street centerline of the Transportation Project.

McEWING PROPERTIES, LLC, does hereby waive, release and discharge the VILLAGE OF ESSEX JUNCTION, of and from any damage or claim of damages of any kind or nature which it, its officers, directors, members, subsidiaries, successors and assigns may have, or claim to have, now or in the future in connection with the herein easements and the above-mentioned Project on said land and premises.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said VILLAGE OF ESSEX JUNCTION, Vermont, and its successors and assigns, to it and its own use and behoof forever; and McEWING PROPERTIES, LLC, for itself and its officers, directors, members, subsidiaries, successors and assigns, does covenant with the said VILLAGE OF ESSEX JUNCTION, Vermont and its successors and assigns, that until the ensembling of these presents it is well seized of the property, as a good and indefeasible estate in fee simple, and has good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, McEWING PROPERTIES, LLC, does by these presents bind itself and its officers, directors, members, subsidiaries, successors and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said VILLAGE OF ESSEX JUNCTION and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF McEWING PROPERTIES, LLC, by its authorized agent does hereunto set its hand

this 26th day of MARCH, 2019.

ACKNOWLEDGEMENT

Return Received (including Certificates and, if Required Act 250 Disclosure Statement) PTT# 18-680

Signed Susan M. G. Namana-Hill Clerk

Date March 29, 2019

McEWING PROPERTIES, LLC

Alexander D. McEwing Duly Authorized Agent

STATE OF VERMONT CHITTENDEN COUNTY, ss.

At Burlington, Vermont this 26th day of March, 2019, Alexander D. McEwing, duly authorized agent of McEwing Properties, LLC personally appeared, and acknowledged this instrument, by him or her subscribed to be their free act and deed and the free act and deed of McEWING PROPERTIES, LLC.

Essex, Vermont Town Clerk's Office March 29, 2019 at 1 o'clock 15 minutes PM Received for record and recorded in book 1010 on page 276-277 of Essex Land records Attest: Susan M. G. Namana-Hill Town Clerk

Before me,

Aimee Cardinal Notary Public My Commission Expires: 2/10/2019 3/31/2021

Aimee Cardinal Notary Public State of Vermont Commission Expires: 1/31/2021 Commission #: 0004126

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, **LAND-MARK ARCHITECTURALS, LLC**, a Vermont Limited Liability Company with a principal place of business in the Village of Essex Junction, County of Chittenden, and State of Vermont, Grantor, in consideration of ten dollars and other good and valuable consideration paid to its full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality located in the County of Chittenden, and State of Vermont, Grantee, does hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, certain temporary and permanent rights and easements for the purpose of creating, maintaining, replacing, and repairing a roadway and certain appurtenances and associated improvements on, beneath and above certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **LAND-MARK ARCHITECTURALS, LLC** by the following deeds of record:

1. Warranty Deed of Lewellyn P. Rose dated September 9, 2008 of record in Book 757 at Page 306;
2. Warranty Deed of Lewellyn P. Rose dated September 2, 2008 of record in Book 756 at Page 547;

all of the Town of Essex Land Records and being more particularly described as follows:

Being **Parcel #4**, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheets 2 and 3 and R.O.W. Layout Sheets 3, 3A and 4, of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector and Sheets 3 and 4 of the Utility and Lighting Plan ("the Project"), to be filed in the Town of Essex Land Records. In connection with this **Parcel #4**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 3,658.37 square feet, more or less, right of and between approximate stations 16+65.86 (of the Railroad Street centerline) and 52+86.85 (of the Maple Street centerline) of the Transportation Project.

Permanent easements for constructing, maintaining, and servicing street lights: in an area of 7.01 square feet, more or less, right of and between approximate stations 16+88.96 and 16+93.92; in an area of 6.38 square feet, more or less, right of and between approximate stations 17+73.73 and 17+78.75; in an area of 27.60 square feet, more or less, right of and between approximate stations 51+44.99 (of the Maple Street centerline) and 51+51.07 (of the Maple Street centerline); and in an area of 27.25 square feet, more or less, right of and between approximate stations 51+97.35 (of the Maple Street centerline) and 52+02.37 (of the Maple Street centerline); all stations are of the Railroad Street centerline of the Transportation Project, unless otherwise noted.

A permanent easement for constructing, maintaining, and servicing a traffic signal in an area of 169.70 square feet, more or less, right of and between approximate stations 17+97.93 (of the Railroad Street centerline) and 18+20.21 (of the Railroad Street centerline) of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 37.95 square feet, more or less, right of and between approximate stations 16+66.35 and 16+73.57; in an area of 7.80 square feet, more or less, right of and between approximate stations 16+88.56 and 16+95.53; in an area of 27.07 square feet, more or less, right of and between approximate stations 17+51.79 and 17+76.37; in an area of 25.58 square feet, more or less, right of and between approximate stations 17+87.75 and 17+98.15; in an area of 16.94 square feet, more or less, right of and between approximate stations 18+11.20 and 18+15.61; in an area of 154.56 square feet, more or less, right of and between approximate stations 51+49.85 (of the Maple Street centerline) and 51+97.35 (of the Maple Street centerline); in an area of 3.25 square feet, more or less, right of and between approximate stations 52+03.27 (of the Maple Street centerline) and 52+03.58 (of the Maple Street centerline); in an area of 129.26 square feet, more or less, right of and between approximate stations 52+18.94 (of the Maple Street centerline) and 52+69.11 (of the Maple Street centerline); and in an area of 10.21 square feet, more or less, right of and between approximate stations 52+82.52 (of the Maple Street centerline) and 52+86.85 (of the Maple Street centerline); all stations are of the Railroad Street centerline of the Transportation Project, unless otherwise noted.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install tree fence, and undertake general construction functions: in an area of 71.53 square feet, more or less, right of and between approximate stations 16+66.40 and 16+95.52 of the Railroad Street centerline; and in an area of 1,410.46 square feet, more or less, right of and between approximate stations 17+32.14 (of the Railroad Street centerline) and 52+03.24 (of the Maple Street centerline); in an area of 563.48 square feet, more or less, right of and between approximate stations 52+18.94 and 52+69.53 of the Maple Street centerline; and in an area of 49.90 square feet, more or less, right of and between approximate stations 52+82.52 and 52+86.61 of the Maple Street centerline.

Temporary easements to enter upon land of the Grantor, during the period of construction, to construct a drive: in an area of 50.74 square feet, more or less, right of and between approximate stations 52+03.32 and 52+18.98; and in an area of 55.49 square feet, more or less, right of and between approximate stations 52+68.94 and 52+82.5; all stations are of the Maple Street centerline of the Transportation Project.

The Temporary Easements shall allow the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement during the completion of the Project. Grantee shall use the Temporary Easements solely for the purpose described herein and for no other purpose. In no event may any use of the Temporary Easements by the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Easements. Grantor reserves all rights attendant to its ownership of the lands and premises over which the Temporary Easements are located.

By acceptance of this deed, Grantee covenants that for purposes of Municipal Land Development Regulations, the acreage of Grantor's lands and premises shall not be reduced by the easements herein conveyed.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and **LAND-MARK ARCHITECTURALS, LLC**, for itself and its officers, directors, members, subsidiaries, successors and assigns, does covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensealing of these presents it is well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, except as aforesaid, and except for all utility easements as may appear of record, provided that such exception shall not reinstate any such utility easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7, and, except for a mortgage to Northfield Savings Bank dated September 2, 2008 and recorded in Book 756 at Page 549 of the Town of Essex land records with respect to which the mortgagee will release by separate instrument their mortgage from the easements herein granted.

AND FURTHERMORE, **LAND-MARK ARCHITECTURALS, LLC**, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF LAND-MARK ARCHITECTURALS, LLC, by its authorized agent does hereunto set its hand this 28th day of June, 2019.

LAND-MARK ARCHITECTURALS, LLC

[Signature]
David M. Knox, Duly Authorized Agent

STATE VERMONT
CHITTENDEN COUNTY, ss.

At ~~Essex~~ Essex, this 28th day of June, 2019, David M. Knox,
duly authorized agent of Land-Mark Architecturals, personally appeared, and acknowledged this instrument, by him
or her subscribed to be their free act and deed and the free act and deed of **LAND-MARK ARCHITECTURALS, LLC.**

Chad V. Bonanni
Notary Public State of Vermont
Commission # 0003636
Commission Expires: 1/31/2021

Before me,
[Signature]
Notary Public
My Commission Expires: 1/31/21

ACKNOWLEDGEMENT
Return Received (including Certificates
and, if Required Act 250 Disclosure
Statement) PTTR # 19-174
Signed [Signature] Clerk
Date June 28, 2019

Essex, Vermont Town Clerk's Office
June 28, 2019 at
20 o'clock 00 minutes P M
Received for record and recorded in
book 1015 on page 295-297
of Essex Land records.
Attest: [Signature]
Town Clerk

VILLAGE OF ESSEX JUNCTION

CORRECTIVE WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, **LAND-MARK ARCHITECTURALS, LLC**, a Vermont Limited Liability Company with a principal place of business in the Village of Essex Junction, County of Chittenden, and State of Vermont, Grantor, in consideration of ten dollars and other good and valuable consideration paid to its full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality located in the County of Chittenden, and State of Vermont, Grantee, does hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, certain temporary and permanent rights and easements for the purpose of creating, maintaining, replacing, and repairing a roadway and certain appurtenances and associated improvements on, beneath and above certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **LAND-MARK ARCHITECTURALS, LLC** by the following deeds of record:

1. Warranty Deed of Lewellyn P. Rose dated September 9, 2008 of record in Book 757 at Page 306;
2. Warranty Deed of Lewellyn P. Rose dated September 2, 2008 of record in Book 756 at Page 547;

all of the Town of Essex Land Records and being more particularly described as follows:

Being **Parcel #4**, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheets 2 and 3 and R.O.W. Layout Sheets 3, 3A and 4, of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector and Sheets 3 and 4 of the Utility and Lighting Plan ("the Project"), to be filed in the Town of Essex Land Records. In connection with this **Parcel #4**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 3,658.37 square feet, more or less, right of and between approximate stations 16+65.86 (of the Railroad Street centerline) and 52+86.85 (of the Maple Street centerline) of the Transportation Project.

Permanent easements for constructing, maintaining, and servicing street lights: in an area of 7.01 square feet, more or less, right of and between approximate stations 16+88.96 and 16+93.92; in an area of 6.38 square feet, more or less, right of and between approximate stations 17+73.73 and 17+78.75; in an area of 27.60 square feet, more or less, right of and between approximate stations 51+44.99 (of the Maple Street centerline) and 51+51.07 (of the Maple Street centerline); and in an area of 27.25 square feet, more or less, right of and between approximate stations 51+97.35 (of the Maple Street centerline) and 52+02.37 (of the Maple Street centerline); all stations are of the Railroad Street centerline of the Transportation Project, unless otherwise noted.

A permanent easement for constructing, maintaining, and servicing a traffic signal in an area of 169.70 square feet, more or less, right of and between approximate stations 17+97.93 (of the Railroad Street centerline) and 18+20.21 (of the Railroad Street centerline) of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 37.95 square feet, more or less, right of and between approximate stations 16+66.35 and 16+73.57; in an area of 7.80 square feet, more or less, right of and between approximate stations 16+88.56 and 16+95.53; in an area of 27.07 square feet, more or less, right of and between approximate stations 17+51.79 and 17+76.37; in an area of 25.58 square feet, more or less, right of and between approximate stations 17+87.75 and 17+98.15; in an area of 16.94 square feet, more or less, right of and between approximate stations 18+11.20 and 18+15.61; in an area of 154.56 square feet, more or less, right of and between approximate stations 51+49.85 (of the Maple Street centerline) and 51+97.35 (of the Maple Street centerline); in an area of 3.25 square feet, more or less, right of and between approximate stations 52+03.27 (of the Maple Street centerline) and 52+03.58 (of the Maple Street centerline); in an area of 129.26 square feet, more or less, right of and between approximate stations 52+18.94 (of the Maple Street centerline) and 52+69.11 (of the Maple Street centerline); and in an area of 10.21 square feet, more or less, right of and between approximate stations 52+82.52 (of the Maple Street centerline) and 52+86.85 (of the Maple Street centerline); all stations are of the Railroad Street centerline of the Transportation Project, unless otherwise noted.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install tree fence, and undertake general construction functions: in an area of 71.53 square feet, more or less, right of and between approximate stations 16+66.40 and 16+95.52 of the Railroad Street centerline; and in an area of 1,410.46 square feet, more or less, right of and between approximate stations 17+32.14 (of the Railroad Street centerline) and 52+03.24 (of the Maple Street centerline); in an area of 563.48 square feet, more or less, right of and between approximate stations 52+18.94 and 52+69.53 of the Maple Street centerline; and in an area of 49.90 square feet, more or less, right of and between approximate stations 52+82.52 and 52+86.61 of the Maple Street centerline.

Temporary easements to enter upon land of the Grantor, during the period of construction, to construct a drive: in an area of 50.74 square feet, more or less, right of and between approximate stations 52+03.32 and 52+18.98; and in an area of 55.49 square feet, more or less, right of and between approximate stations 52+68.94 and 52+82.55; all stations are of the Maple Street centerline of the Transportation Project.

A temporary easement to enter upon the land of the Grantor, during the period of construction, to install a 4-foot tall white vinyl picket fence right of and between approximate stations 17+57.51 of the Railroad Street centerline and 52+02.18 of the Maple Street centerline of the Transportation project.

The Temporary Easements shall allow the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement during the completion of the Project. Grantee shall use the Temporary Easements solely for the purpose described herein and for no other purpose. In no event may any use of the Temporary Easements by the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Easements. Grantor reserves all rights attendant to its ownership of the lands and premises over which the Temporary Easements are located.

By acceptance of this deed, Grantee covenants that for purposes of Municipal Land Development Regulations, the acreage of Grantor's lands and premises shall not be reduced by the easements herein conveyed.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

The sole purpose of this corrective deed is to add a temporary easement for installation of a fence and correct a temporary drive easement station reference in the Warranty Deed from the Grantor to the Village of Essex Junction dated June 29, 2019 and recorded in Book 1015, Pages 295-297 of the Town of Essex Land Records. The June 29, 2019 deed remains in full force and effect except for the addition and correction set forth herein.

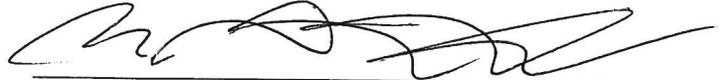
TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and **LAND-MARK ARCHITECTURALS, LLC**, for itself and its officers, directors, members, subsidiaries, successors and assigns, does covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensembling of these presents it is well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, except as aforesaid, and except for all utility easements as may appear of record, provided that such exception shall not reinstate any such utility easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7, and, except for a mortgage to Northfield Savings Bank dated September 2, 2008 and recorded in Book 756 at Page 549 of the Town of Essex land records with respect to which the mortgagee will release by separate instrument their mortgage from the easements herein granted.

AND FURTHERMORE, **LAND-MARK ARCHITECTURALS, LLC**, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF LAND-MARK ARCHITECTURALS, LLC, by its authorized agent does hereunto set its hand

this 17th day of Oct, 2019.

LAND-MARK ARCHITECTURALS, LLC



Pres, David M. Knox, Duly Authorized Agent

STATE VERMONT
CHITTENDEN COUNTY, ss.

At Essex Jct, this 17 day of October, 2019, David M Knox, duly authorized agent of Land-Mark Architecturals, LLC, personally appeared, and acknowledged this instrument, by him or her subscribed to be their free act and deed and the free act and deed of **LAND-MARK ARCHITECTURALS, LLC**.

Before me,



Notary Public
My Commission Expires: 1/31/21 # 157.000 7496



Essex, Vermont Town Clerk's Office
OCT 18, 2019 10:28 AM
Received for record and recorded in
book: 1023 on page: 167 - 169
Of Essex Land Records
Attest: Susan McNamara-Hill
Town Clerk

VILLAGE OF ESSEX JUNCTION
WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT we, **DONNA M. KAYNOR and GARY ROBERT GODBERSEN**, Grantors, of the Village of Essex Junction, in the County of Chittenden, and State of Vermont, in consideration of ten dollars and other good and valuable consideration paid to our full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of all and the same land and premises conveyed to **DONNA M. KAYNOR and GARY ROBERT GODBERSEN** by Quitclaim Deed of Donna M. Kaynor and Gary Robert Godbersen dated September 25, 2001 of record in Book 462 at Page 789 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #5**, consisting of permanent and temporary easements on the lands of the Grantor as shown on R.O.W. Detail Sheet 3 and R.O.W. Layout Sheet 4 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #5**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing street lights: in an area of 20.21 square feet, more or less, right of and between approximate stations 53+79.99 and 53+85.05 of the Maple Street centerline of the Transportation Project.

Temporary easements to extend highway slopes and embankments, including installation of tree protection fence as shown on Project Plans: in an area of 223.14 square feet, more or less, right of and between approximate stations 52+86.81 and 53+80.01; and in an area of 49.54 square feet, more or less, right of and between approximate stations 53+85.02 and 54+13.16; all stations of the Maple Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

We, **DONNA M. KAYNOR and GARY ROBERT GODBERSEN**, do hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which we, and our heirs and/or assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises, with the exception of negligence or gross negligence on the part of the Village of Essex Junction or its contractors.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and we, **DONNA M. KAYNOR and GARY ROBERT GODBERSEN**, for ourselves and our heirs, executors, administrators and assigns, do covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensembling of these presents we are well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, we, **DONNA M. KAYNOR and GARY ROBERT GODBERSEN**, do by these presents bind ourselves and our heirs, executors, administrators and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever,

IN WITNESS WHEREOF, we hereunto set our hands this 2nd day of October, ²⁰¹⁹~~2017~~

Donna M. Kaynor
Donna M. Kaynor

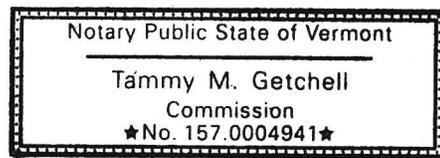
Gary Robert Godbersen
Gary Robert Godbersen

STATE OF Vermont, Chittenden County, ss.

At Essex Jct., this 2nd day of October, ²⁰¹⁹~~2017~~, **DONNA M. KAYNOR and GARY ROBERT GODBERSEN** personally appeared, and acknowledged this instrument, by them subscribed to be their free act and deed.

Before me,

Tammy M. Getchell
Notary Public
My Commission Expires July 31, 2021



VILLAGE OF ESSEX JUNCTION

CORRECTIVE WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT we, **ALFRED L. PARRELLA and DEBORAH A. BILLADO**, Grantors, of the Village of Essex Junction, in the County of Chittenden, and State of Vermont, in consideration of ten dollars and other good and valuable consideration paid to our full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of all and the same land and premises conveyed to **ALFRED L. PARRELLA and DEBORAH A. BILLADO** by Quit Claim Deed of Deborah A. Billado and Alfred L. Parrella dated July 27, 2007 of record in Book 725 at Page 270 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #7**, consisting of permanent and temporary easements on the lands of the Grantors as shown on R.O.W. Detail Sheet 3 and R.O.W. Layout Sheet 4 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #7**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 181.25 square feet, more or less, left of and between approximate stations 53+23.93 and 54+16.59 of the Maple Street centerline of the Transportation Project.

Permanent easements for constructing, maintaining, and servicing street lights: in an area of 8.26 square feet, more or less, left of and between approximate stations 53+33.27 and 53+38.29; and in an area of 0.79 square feet, more or less, left of and between approximate stations 54+13.35 and 54+16.59; all stations are of the Maple Street centerline of the Transportation Project.

A temporary easement to extend highway slopes and embankments in an area of 207.77 square feet, more or less, left of and between approximate stations 53+24.09 and 53+90.77 of the Maple Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantors, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, and undertake general construction functions: in an area of 438.92 square feet, more or less, left of and between approximate stations 53+24.32 and 53+90.77; and in an area of 77.88 square feet, more or less, left of and between approximate stations 54+02.18 and 54+16.57; all stations are of the Maple Street centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantors, during the period of construction, to construct a drive in an area of 58.31 square feet, more or less, left of and between approximate stations 53+89.72 and 54+02.15 of the Maple Street centerline of the Transportation Project.

Temporary easements to enter upon the land of the Grantors, during the period of construction, to install a 4-foot tall black ornamental fence with gate; left of and between approximate stations 53+24.25 and 53+88.51 of the Maple Street centerline of the Transportation Project; and left of and between approximate stations 54+03.47 and 54+16.59 of the Maple Street centerline of the Transportation Project.

A temporary easement to enter upon the land of the Grantor, during the period of construction, to remove a concrete sidewalk left of and between approximate stations 53+72.24 and 53+76.22 of the Maple Street centerline of the Transportation Project.

The sole purpose of this corrective deed is to add temporary easements for installation of a fence and removal of a sidewalk and to increase the square footage of a temporary construction easement referenced in the Warranty Deed from the Grantors to the Village of Essex Junction dated September 25, 2019 and recorded of even date herewith. The September 25, 2019 deed remains in full force and effect except for the additions and correction set forth herein.

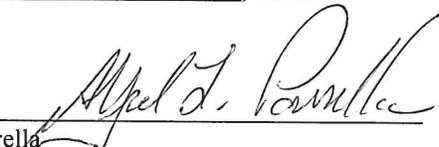
We, **ALFRED L. PARRELLA and DEBORAH A. BILLADO**, do hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which we, and our heirs and/or assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and we, **ALFRED L. PARRELLA and DEBORAH A. BILLADO**, for ourselves and our heirs, executors, administrators and assigns, do covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensealing of these presents we are well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written, and that the same are free from every encumbrance, whatsoever, except for a mortgage to Mortgage Electronic Registration Systems, Inc. dated November 6, 2009 and recorded in Book 800 at Page 23 of the Town of Essex land records and with respect to which the mortgagee will release by separate instrument their mortgage from the easements herein granted.

AND FURTHERMORE, we, **ALFRED L. PARRELLA and DEBORAH A. BILLADO**, do by these presents bind ourselves and our heirs, executors, administrators and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever, except for the aforesaid mortgages.

IN WITNESS WHEREOF, we hereunto set our hands this 15 day of October, 2019.



Alfred L. Parrella



Deborah A. Billado

STATE OF VERMONT, CHITTENDEN COUNTY, ss.

At Essex Jct, this 15 day of October, 2019, **ALFRED L. PARRELLA and DEBORAH A. BILLADO** personally appeared, and acknowledged this instrument, by them subscribed to be their free act and deed.

Before me,

Teresa A Hass

Notary Public

My Commission Expires 1/31/21 # 157-0007496



Essex, Vermont Town Clerk's Office
OCT 18, 2019 10:28 AM
Received for record and recorded in
book: 1023 on page: 170 - 172
Of Essex Land Records
Attest: Susan McNamara-Hill
Town Clerk

VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT we, **RICHARD L. PARENT and JENNIFER E. PARENT**, Grantors, of the Village of Essex Junction, in the County of Chittenden, and State of Vermont, in consideration of ten dollars and other good and valuable consideration paid to our full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of all and the same land and premises conveyed to **RICHARD L. PARENT and JENNIFER E. PARENT** by Quit Claim Deed of Richard L. Parent dated April 28, 2006 of record in Book 685 at Page 138 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #8**, consisting of permanent and temporary easements on the lands of the Grantors as shown on R.O.W. Detail Sheet 3 and R.O.W. Layout Sheet 4 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #8**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 132.75 square feet, more or less, left of and between approximate stations 52+56.48 and 53+24.09 of the Maple Street centerline of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 14.01 square feet, more or less, left of and between approximate stations 52+56.51 and 52+59.84; and in an area of 219.55 square feet, more or less, left of and between approximate stations 52+74.55 and 53+24.28; all stations are of the established centerline of Maple Street of the Transportation Project.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantors, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, and undertake general construction functions: in an area of 20.00 square feet, more or less, left of and between approximate stations 52+56.68 and 52+60.36; and in an area of 262.62 square feet, more or less, left of and between approximate stations 52+74.55 and 53+24.28; all stations are of the Maple Street centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantors, during the period of construction, to construct a drive in an area of 91.13 square feet, more or less, left of and between approximate stations 52+59.10 and 52+74.71 of the Maple Street centerline of the Transportation Project.

We, **RICHARD L. PARENT and JENNIFER E. PARENT**, do hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which we, and our heirs and/or assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

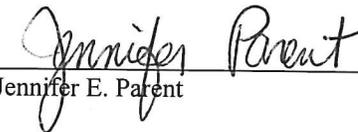
It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and we, **RICHARD L. PARENT and JENNIFER E. PARENT**, for ourselves and our heirs, executors, administrators and assigns, do covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensembling of these presents we are well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, we, **RICHARD L. PARENT and JENNIFER E. PARENT**, do by these presents bind ourselves and our heirs, executors, administrators and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF, we hereunto set our hands this 26 day of September, 201~~7~~9


Richard L. Parent

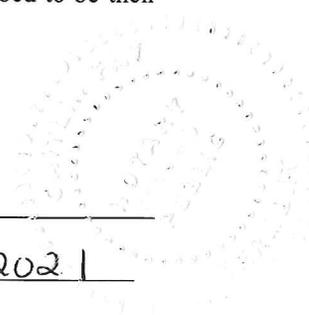
 9/17/19
Jennifer E. Parent

STATE OF Vermont, Chittenden County, ss.

At Essex Jct, this 26 day of September, 2017, **RICHARD L. PARENT and JENNIFER E. PARENT** personally appeared, and acknowledged this instrument, by them subscribed to be their free act and deed.

Before me,


Notary Public
My Commission Expires 1/31/2021



Before me.


1/31/21



VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT it, **SIXTEEN MAPLE STREET, LLC**, a Vermont Limited Liability Company with an office in the Village of Essex Junction, Vermont Grantor, in consideration of ten dollars and other good and valuable consideration paid to its full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of the creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **SIXTEEN MAPLE STREET, LLC** by Warranty Deed of Crumpin-Fox Club, Inc. dated March 29, 2005 of record in Book 643 at Page 320 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being Parcel #9, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheet 3 and R.O.W. Layout Sheets 3, 3A, 4, and 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this Parcel #9, the following easements are hereby conveyed:

Permanent easements for constructing, maintaining, and servicing a paved highway and sidewalk: in an area of 126.02 square feet, more or less, between and right of approximate station 18+88.95 (of the Railroad Street centerline) and left of approximate station 51+48.41 (of the Maple Street centerline); in an area of 134.23 square feet, more or less, right of and between approximate stations 18+92.14 (of the Railroad Street centerline) and 19+60.63 (of the Railroad Street centerline); and in an area of 143.84 square feet, more or less, left of and between approximate stations 51+82.55 (of the Maple Street centerline) and 52+56.48 (of the Maple Street centerline) of the Transportation Project.

A permanent easement for constructing, maintaining, and servicing a traffic signal in an area of 283.58 square feet, more or less, between and right of approximate station 18+69.72 (of the Railroad Street centerline) and right of approximate station 18+88.95 (of the Railroad Street centerline) of the Transportation Project.

A permanent easement for constructing, maintaining, and servicing street lights in an area of 20.64 square feet, more or less, left of and between approximate stations 51+79.97 (of the Maple Street centerline) and 51+84.97 (of the Maple Street centerline) of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 246.79 square feet, more or less, between and right of approximate station 18+85.87 (of the Railroad Street centerline) and left of approximate station 51+84.27 (of the Maple Street centerline); in an area of 26.01 square feet, more or less, right of and between approximate stations 18+88.15 (of the Railroad Street centerline) and 18+93.87 (of the Railroad Street centerline); in an area of 3.57 square feet, more or less, right of and between approximate stations 19+58.84 (of the Railroad Street centerline) and 19+60.55 (of the Railroad Street centerline); and in an area of 136.43 square feet, more or less, left of and between approximate stations 52+26.32 (of the Maple Street centerline) and 52+56.69 (of the Maple Street centerline) of the Transportation Project.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, and undertake general construction functions: in an area of 770.62 square feet, more or less, between and right of approximate station 18+93.87 (of the Railroad Street centerline) and left of approximate station 51+84.32 (of the Maple Street centerline) of the Transportation Project and in an area of 149.56 square feet, more or less, left of and

between approximate stations 52+26.32 (of the Maple Street centerline) and 52+56.86 (of the Maple Street centerline) of the Transportation Project.

Temporary easements to enter upon land of the Grantor, during the period of construction, to construct a drive: in an area of 630.09 square feet, more or less, right of and between approximate stations 18+93.87 (of the Railroad Street centerline) and 19+60.48 (of the Railroad Street centerline); and in an area of 463.75 square feet, more or less, left of and between approximate stations 51+84.27 (of the Maple Street centerline) and 52+26.32 (of the Maple Street centerline) of the Transportation Project.

SIXTEEN MAPLE STREET, LLC, does hereby waive, release and discharge the VILLAGE OF ESSEX JUNCTION, of and from any damage or claim of damages of any kind or nature which it, and its successors and assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

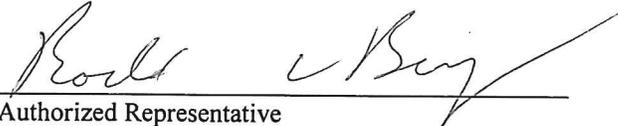
It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

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

AND FURTHERMORE, SIXTEEN MAPLE STREET, LLC, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said VILLAGE OF ESSEX JUNCTION and its successors and assigns against all claims and demands whatsoever, .

IN WITNESS WHEREOF SIXTEEN MAPLE STREET, LLC, by its authorized agent does hereunto set its hand

this 28 day of AUG, 2017 2019


Authorized Representative

STATE OF Vermont, Chittenden County, ss.

At Essex Jet, this 28 day of August, ²⁰¹⁹ 2017, Ronald Bushey personally appeared, and acknowledged this instrument, by him or her subscribed to be their free act and deed and the free act and deed of SIXTEEN MAPLE STREET, LLC.

Before me,


Notary Public 157-0007496
My Commission Expires 1/31/21

VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT we, **ERICA J. BENTON and JAMES T. BENTON**, Grantors of the Village of Essex Junction, Vermont, in the County of Chittenden, and State of Vermont, in consideration of ten dollars and other good and valuable consideration paid to our full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of the creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **ERICA J. BENTON and JAMES T. BENTON** by Warranty Deed dated June 12, 2017 of record in Book 978 at Page 48 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #11**, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheet 4 and R.O.W. Layout Sheets 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #11**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 146.06 square feet, more or less, right of and between approximate stations 20+44.03 and 21+17.13 of the Railroad Street centerline of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 7.46 square feet, more or less, right of and between approximate stations 20+44.09 and 20+59.20; and in an area of 73.82 square feet, more or less, right of and between approximate stations 20+72.36 and 21+17.17; all stations of the Railroad Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install tree protection fence, as necessary and as noted on the project plans and undertake general construction functions: in an area of 119.18 square feet, more or less, right of and between approximate stations 20+44.17 and 20+59.98; and in an area of 277.81, more or less, right of and between approximate stations 20+72.44 and 21+17.38; all stations are of the Railroad Street centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantor, during the period of construction, to construct a drive in an area of 39.26 square feet, more or less, right of and between approximate stations 20+59.16 and 20+72.40 of the Railroad Street centerline of the Transportation Project.

We, **ERICA J. BENTON and JAMES T. BENTON**, do hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which it, and its successors and assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

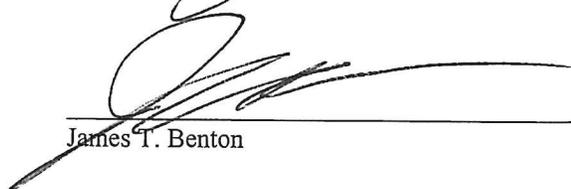
TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and we, **ERICA J. BENTON and JAMES T. BENTON**, for ourselves and our heirs, executors, administrators and assigns, do covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and

its successors and assigns, that until the ensealing of these presents it is well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, we, **ERICA J. BENTON and JAMES T. BENTON**, do by these presents bind ourselves and our heirs, executors, administrators and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF, we hereunto set our hands this 8 day of March, 2018

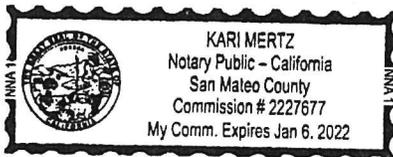

Erica J. Benton


James T. Benton

STATE OF California, Alameda County, ss.

At 31072 Ave, this 8th day of March, 2018, **ERICA J. BENTON and JAMES**

T. BENTON personally appeared, and acknowledged this instrument, by them subscribed to be their free act and deed.



Before me,


Notary Public
My Commission Expires January 6th, 2022

VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT we, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, Grantors, of the Village of Essex Junction, in the County of Chittenden, and State of Vermont, in consideration of ten dollars and other good and valuable consideration paid to our full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of all and the same land and premises conveyed to **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST** by Warranty Deed of Stephen F. Goss & Marilyn N. Goss dated August 8, 1975 of record in Book 120 at Page 318 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #12**, consisting of temporary and permanent easements on the lands of the Grantors as shown on R.O.W. Detail Sheet 4 and R.O.W. Layout Sheet 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #12**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 49.80 square feet, more or less, right of and between approximate stations 21+17.08 and 21+42.12 of the Railroad Street centerline of the Transportation Project.

A temporary easement to extend highway slopes and embankments in an area of 43.29 square feet, more or less, right of and between approximate stations 21+17.13 and 21+42.20 of the Railroad Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

A temporary easement during the period of construction to enter upon land of the Grantors, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install tree protection fence, as necessary and as noted on the project plans and undertake general construction functions in an area of 145.76 square feet, more or less, right of and between approximate stations 21+17.17 and 21+42.37 of the Railroad Street centerline of the Transportation Project.

We, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, do hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which we, and our heirs and/or assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and we, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, for ourselves and our heirs, executors, administrators and assigns, do covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensembling of these presents we are well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, we, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, do by these presents bind ourselves and our heirs, executors, administrators and assigns, forever, to **WARRANT** and **DEFEND** the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF, we hereunto set our hands this 4th day of April, 2017


C. Ronald Siegriest


Alice M. Siegriest

STATE OF Vermont, Chittenden County, ss.

At ~~Citizens Bank~~ this 4th day of April, 2017, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST** personally appeared, and acknowledged this instrument, by them subscribed to be their free act and deed.

Before me,



Notary Public
My Commission Expires 2/10/19

VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT we, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, Grantors, of the Village of Essex Junction, in the County of Chittenden, and State of Vermont, in consideration of ten dollars and other good and valuable consideration paid to our full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of all and the same land and premises conveyed to **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST** by Warranty Deed of Perley R. Demers & Corinne Demers dated August 27, 1975 of record in Book 120 at Page 583 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being **Parcel #13**, consisting of temporary and permanent easements on the lands of the Grantors as shown on R.O.W. Detail Sheet 4 and R.O.W. Layout Sheet 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #13**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 60.98 square feet, more or less, right of and between approximate stations 21+42.08 and 22+13.93 of the Railroad Street centerline of the Transportation Project.

Temporary easements to extend highway slopes and embankments: in an area of 4.72 square feet, more or less, right of and between approximate stations 21+42.12 and 21+44.12; and in an area of 26.81 square feet, more or less, right of and between approximate stations 22+03.24 and 22+14.15; all stations are of the Railroad Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

Temporary easements during the period of construction to enter upon land of the Grantors, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, and undertake general construction functions: in an area of 9.23 square feet, more or less, right of and between approximate stations 21+42.20 and 21+44.15; and in an area of 45.18 square feet, more or less, right of and between approximate stations 22+03.24 and 22+14.15; all stations are of the Railroad Street centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantors, during the period of construction, to construct a drive in an area of 53.13 square feet, more or less, right of and between approximate stations 21+92.41 and 22+03.26 of the Railroad Street centerline of the Transportation Project.

We, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, do hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which we, and our heirs and/or assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and we, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, for ourselves and

our heirs, executors, administrators and assigns, do covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensembling of these presents we are well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, we, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST**, do by these presents bind ourselves and our heirs, executors, administrators and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF, we hereunto set our hands this 3 day of October, 2018 *TAH*


C. Ronald Siegriest


Alice M. Siegriest

STATE OF Vermont, Chittenden County, ss.

At Community ^{From} this 1 day of October, ~~2017~~ ²⁰¹⁸, **C. RONALD SIEGRIEST and ALICE M. SIEGRIEST** personally appeared, and acknowledged this instrument, by them subscribed to be their free act and deed.

Before me,

Notary Public
My Commission Expires 2/19

VILLAGE OF ESSEX JUNCTION
WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT it, **BSA MANAGEMENT, INC.**, a Vermont corporation with an office in the Village of Essex Junction, Vermont Grantor, in consideration of ten dollars and other good and valuable consideration paid to its full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of the creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **BSA MANAGEMENT, INC.** by the following deeds of record:

1. Warranty Deed of Henry J Lavoie, Jr. & Carol K. Lavoie dated September 14, 1995 of record in Book 340 at Page 721:

2. Warranty Deed of Henry J Lavoie, Jr. & Carol K. Lavoie dated September 13, 1995 of record in Book 340 at Page 724;

all of the Town of Essex Land Records and being more particularly described as follows:

Being **Parcel #14**, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheet 4 and R.O.W. Layout Sheet 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this **Parcel #14**, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 113.54 square feet, more or less, right of and between approximate stations 22+13.87 and 22+69.19 of the Railroad Street centerline of the Transportation Project.

A permanent easement for constructing, maintaining, and servicing street lights in an area of 11.32 square feet, more or less, right of and between approximate stations 22+41.19 and 22+46.18 of the Railroad Street centerline of the Transportation Project.

A temporary easement to extend highway slopes and embankments in an area of 69.76 square feet, more or less, right of and between approximate stations 22+13.93 and 22+47.25 of the Railroad Street centerline of the Transportation Project.

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 Village of Essex Junction 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(s).

A temporary easement during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, and undertake general construction functions in an area of 138.32 square feet, more or less, right of and between approximate stations 22+14.03 and 22+47.25 of the Railroad Street centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantor, during the period of construction, to construct a drive in an area of 71.20 square feet, more or less, right of and between approximate stations 22+47.26 and 22+69.16 of the Railroad Street centerline of the Transportation Project.

BSA MANAGEMENT, INC., does hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which it, and its successors and assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

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

AND FURTHERMORE, **BSA MANAGEMENT, INC.**, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF **BSA MANAGEMENT, INC.**, by its authorized agent does hereunto set its hand

this 14 day of November, 2017

Joseph Bilodeau Pres.
Authorized Agent

STATE OF Vermont, Chittenden County, ss.

At Essex Jct., this 14th day of November, 2017, Joseph Bilodeau
personally appeared, and acknowledged this instrument, by him or her subscribed to be their free act and deed and the free act and deed of **BSA MANAGEMENT, INC.**

Before me,

Dorothy Williams
Notary Public
My Commission Expires 2/10/19



VILLAGE OF ESSEX JUNCTION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT it, **HOLTON & HANDY, LLC**, a Vermont Limited Liability Company with an office in the Village of Essex Junction, Vermont Grantor, in consideration of ten dollars and other good and valuable consideration paid to its full satisfaction by the **VILLAGE OF ESSEX JUNCTION**, a municipality of the State of Vermont, Grantee, do hereby give, grant, bargain, sell and convey unto the said **VILLAGE OF ESSEX JUNCTION**, and its successors and assigns, such rights and easements as the public has the right to condemn and take for the purposes of the creation of a roadway on, beneath and above that certain land situated in the Village of Essex Junction, County of Chittenden and State of Vermont, and described as follows, viz:

Being a part of the same lands and premises conveyed to **HOLTON & HANDY, LLC** by Warranty Deed of David B. Holton & John L. Hynes dated April 14, 2000 of record in Book 426 at Page 649 of the TOWN OF ESSEX land records and being more particularly described as follows:

Being Parcel #15, consisting of temporary and permanent easements on the lands of the Grantor, as shown on R.O.W. Detail Sheet 4 and R.O.W. Layout Sheets 6 of the plans of Transportation Project Village of Essex Junction STP 5300 (13) Crescent Connector ("the Project"), to be filed in the office of the Clerk of the Village of Essex Junction, Vermont. In connection with this Parcel #15, the following easements are hereby conveyed:

A permanent easement for constructing, maintaining, and servicing a paved highway and sidewalk in an area of 219.50 square feet, more or less, right of and between approximate stations 22+69.16 (of the Railroad Street centerline) and 72+23.71 (of the Main Street centerline) of the Transportation Project.

A temporary easement during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, and undertake general construction functions in an area of 110.56 square feet, more or less, right of and between approximate stations 22+85.43 and 23+23.64 of the Railroad Street centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantor, during the period of construction, to construct a drive in an area of 79.60 square feet, more or less, right of and in between approximate stations 22+69.07 and 22+85.43 of the Railroad Street centerline of the Transportation Project.

HOLTON & HANDY, LLC, does hereby waive, release and discharge the **VILLAGE OF ESSEX JUNCTION**, of and from any damage or claim of damages of any kind or nature which it, and its successors and assigns may have, or claim to have, now or in the future in connection with the above-mentioned work done or to be done on said land and premises.

It is not intended hereby to exempt any party or contractor who may be hereafter designated to perform the work hereinabove provided from liability for damage to the property due to negligent acts or omissions.

TO HAVE AND TO HOLD said granted rights and easements, with all the privileges and appurtenances thereof, unto the said **VILLAGE OF ESSEX JUNCTION**, Vermont, and its successors and assigns, to it and its own use and behoof forever; and **HOLTON & HANDY, LLC**, for itself and its successors and assigns, does covenant with the said **VILLAGE OF ESSEX JUNCTION**, Vermont and its successors and assigns, that until the ensembling of these presents it is well seized of the property, as a good and indefeasible estate in fee simple, and have good right to grant and convey the said rights and easements in manner and form as above written and that the same are free from every encumbrance, whatsoever.

AND FURTHERMORE, **HOLTON & HANDY, LLC**, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above rights and easements to the said **VILLAGE OF ESSEX JUNCTION** and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF HOLTON & HANDY, LLC, by its authorized agent does hereunto set its hand

this 9th day of February, 2018

[Signature]
[Signature]
Authorized Agent

STATE OF Vermont, Chittenden County, ss.

At Essex Jct, this 9th day of February, 2018, David B. Holton and John J. Handy personally appeared, and acknowledged this instrument, by him or her subscribed to be their free act and deed and the free act and deed of **HOLTON & HANDY, LLC**.

Before me, Susan M. Mongeau
Susan M. Mongeau
Notary Public
My Commission Expires 2/10/19

