

VERMONT AGENCY OF TRANSPORTATION

QUIT-CLAIM DEED

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT the Town of East Montpelier, a municipal corporation, in the County of Washington and State of Vermont, in consideration of One and No/100 Dollars (\$1.00) paid to its full satisfaction by the State of Vermont, a sovereign state, has REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the State of Vermont, a sovereign state, all right, title and interest which it, the Town of East Montpelier, or its successors or assigns, have in and to a certain piece of real estate in the Town of East Montpelier, in the County of Washington and State of Vermont, described as follows, viz:

Being Parcel #16 consisting of 1,677 square feet, more or less, land and rights therein, as shown on right of way detail sheet 3 and right of way layout sheet 4 of the plans of Transportation Project East Montpelier BRF 037-1 (7) ("the Transportation Project") as filed on the 10th day of June 2013, in the office of the clerk of the Town of East Montpelier.

In connection with the above parcel the following easements and/or rights are conveyed:

A temporary easement to enter upon land of the Grantors, during the period of construction, to extend highway slopes and embankments in an area of 16 square feet, more or less, as shown on the previously mentioned Transportation Project plans.

The State of Vermont may extend the slopes and embankments at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of transportation construction. The State of Vermont shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff, and other objectionable materials, structures, growth, and any other things of whatever kind or nature from said slope area.

A temporary easement to enter upon land of the Grantor, during the period of construction, to construct a drive at or near and right of approximate station 148+44 of the U.S. Route 2 centerline of the Transportation Project.

A temporary easement to enter upon land of the Grantor, during the period of construction, to install project demarcation fence right of and between approximate stations 148+52 and 148+58.30 of the U.S. Route 2 centerline of the Transportation Project.

The Town of East Montpelier having been fully informed of its right to receive just compensation for the acquisition of its property, hereby acknowledges, waives and releases the State of Vermont from the Town's right to receive just compensation determined by an appraisal/waiver valuation as well as the State's obligation to perform and provide an appraisal/wavier valuation.

TO HAVE AND TO HOLD its right and title in and to said quit-claimed premises, with the appurtenances thereof, to the State of Vermont, a sovereign state, and its successors and assigns forever.

AND FURTHERMORE, the Town of East Montpelier, does for its successors and assigns covenant with the said State of Vermont, its successors and assigns, that after the ensembling of these presents the Town of East Montpelier, will have and claim no right in, or to, the quit-claimed premises.

IN WITNESS WHEREOF, the Town of East Montpelier has hereunto caused its name to be subscribed by _____, its agent (elected, appointed) to convey its real estate this ____ day of _____, 20____.

TOWN OF EAST MONTPELIER

By Its: _____

STATE OF VERMONT
Washington County, ss.

At _____, this _____ day of _____, 20____, personally appeared _____, duly authorized, and acknowledged the foregoing instrument by _____ executed to be _____ free act and deed and the free act and deed of the Town of East Montpelier.

Before me,

Notary Public
My commission expires: _____