

IRREVOCABLE OFFER OF DEDICATION

THIS OFFER is made this ____ day of June, 2015, from

HINESBURG CENTER, LLC
323 Seymour Street
Suite 101
Williston, VT 05495

RECEIVED

JUL 01 2015

TOWN OF HINESBURG
DRB & ZONING

a Vermont limited liability company (the "Developer"), to

TOWN OF HINESBURG
10632 Route 116
Hinesburg, VT 05461

a Vermont municipality situated in Chittenden County, Vermont (the "Town").

Recitals

A. The Developer is the original owner and sponsor of the lands and premises in Hinesburg, Vermont known as "Hinesburg Center Phase II" (the "Planned Unit Development"). The Subdivision is all of the lands and premises conveyed to the Developer pursuant to a warranty deed, dated _____, _____, from David Lyman, recorded in Volume _____, Page _____ of the Land Records of the Town of Hinesburg.

B. The Planned Unit Development is shown and depicted on a plan entitled

Subdivision Plat
Hinesburg
Center II
Off Route 116 Hinesburg, Vermont

(Plan Sheets 1 of 2 and 2 of 2), dated June 2015, prepared by Button Professional Land Surveyors, PC, recorded in Plat Volume _____, Page _____ of the Land Records of the Town of Hinesburg (the "Plat").

C. A portion of the Planned Unit Development is conceptually depicted on a plan entitled

Hinesburg Center II
Back Parcel Trails & Amenities

dated June 19, 2015, prepared by T.J. Boyle Associates, LLC, recorded in Plat Volume _____, Page _____ of the Land Records of the Town of Hinesburg (the "Potential Community Facilities Plan").

D. The Developer has applied for, and received approval from, the Hinesburg Development Review Board (the "DRB") to create a multi-lot, mixed use planned unit development to include 69 residential dwellings, 11,000 square feet of commercial spaces and a 2,400 square foot site intended for light industrial or commercial use, with roads and public utilities.

- E. In connection with its approval, the DRB has requested that the Developer offer
- ▶ offer the lands comprising the roads to the Town (and identified of the Plat as "Proposed Town Road");
 - ▶ offer an easement for a recreational path along the LaPlatte River; and
 - ▶ offer the lands comprising a riparian park at the far western end;

each substantially in the location as shown and depicted on the Plat; and set aside the lands comprising community farm and garden facilities area substantially as depicted on the Potential Community Facilities Plan.

F. The Developer is willing to convey ownership of the roads and park and to grant the easement for the recreational path.

Promises and Covenants

NOW, THEREFORE, in consideration of the sum of One Dollar in lawful money paid by the Town to the Developer and for other good and valuable consideration, it is covenanted and agreed as follows:

Section 1. Grant.

The Developer hereby agrees to execute and deliver to the Town, at such time or times as the Town may request, one or more deeds conveying to the Town

- (a) fee simple title to the lands in which the "Proposed Town Roads," including utilities, will be constructed;
- (b) fee simple title to the lands which will become the riparian park; and
- (c) an easement on and over a strip of land for use as a recreation path.

Section 2. Easement Deed Provisions.

The easement deed referred to in Section 1(d) shall contain the following provisions:

- (a) the recreation path shall be for passive pedestrian use (including bicycles) but not motorized vehicles (except for emergency and law enforcement vehicles);

(b) The Town may enter with motorized equipment on the lands of the Developer, its successors and assigns, for the purposes of construction, maintenance and repair of the recreation path, provided that each such entry shall be reasonably necessary to the purposes hereof and that any such lands shall be restored by the Town, its successors and assigns, to its condition prior to entry at no cost to the Developer or its successors or assigns;

(c) By acceptance of the deed, the Town shall agree, for itself and its successors, that it will indemnify and hold the Developer harmless, to the full limits of liability insurance that it customarily maintains, for any injury or damage resulting from the public use of said right of way not attributable to acts of the Developer; and

(d) the Developer, its successors and assigns, shall have the right to make use of the surface of the recreation path such as shall not be inconsistent with the use of the recreation/bicycle path, but specifically shall place no structures, landscaping or other improvements within the strip of land which shall prevent or interfere with the Town's ability to use the recreation path for the intended purposes.

Section 3. Irrevocable Nature

This offer is a formal offer of dedication, it is irrevocable, and it may be accepted by the Town at any time.

Section 4. Binding Effect.

This offer shall run with the land and shall be binding upon all assignees, grantees, successors and assigns of the Developer.

HINESBURG CENTER, LLC

TOWN OF HINESBURG

By: _____
Duly Authorized Agent

By: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Williston, in said County and State, this ____ day of June, 2015, personally appeared P. Brett Grabowski, duly authorized agent of **Hinesburg Center, LLC**, and he acknowledged this instrument by him signed, to be his free act and deed and the free act and deed of **Hinesburg Center, LLC**.

Before me, _____
Notary Public

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg in said County and State on this ____ day of _____, 2015, personally appeared _____, duly authorized agent of the **Town of Hinesburg** and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of the **Town of Hinesburg**.

Before me _____
Notary Public

22517008

DEED

That **HINESBURG CENTER, LLC**, a Vermont limited liability company having a place of business in Burlington in the County of Chittenden and State of Vermont (the "Grantor"),

in consideration of TEN AND MORE DOLLARS paid to the Grantor's full satisfaction by

TOWN OF HINESBURG, a Vermont municipality having a place of business in

Hinesburg in the County of Chittenden and State of Vermont (the "Grantee"), does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the Grantee, and its successors and assigns forever, a certain piece of land in the Town of Hinesburg, County of Chittenden and State of Vermont, for motor vehicle and pedestrian use and for utilities, described as follows:

Being a portion of the lands and premises conveyed to the Grantor pursuant to a warranty deed, dated _____, from David Lyman, recorded in Volume ____, Page ____ - of the Land Records of the Town of Hinesburg.

Being strips or parcels of land, each 60 feet in width, identified as "Proposed Town Road" and the Grantor's title to and ownership of all water, stormwater and wastewater lines, pipes and appurtenances located within the 60 foot strips or parcels, as shown and depicted as "Proposed Town Road" on a plan entitled

Subdivision Plat
Hinesburg
Center II
Off Route 116 Hinesburg, Vermont

(Plan Sheets 1 of 2 and 2 of 2), dated June 2015, prepared by Button Professional Land Surveyors, PC, recorded in Plat Volume ____, Page ____ of the Land Records of the Town of Hinesburg (the "Plat"), except for the wastewater service lines from the main line to the individual lots and units and the water lines from curb stops to individual lots and units, for which easements are hereby reserved.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto Grantee, its successors and assigns forever; and Grantor does, for itself and its successors and assigns, covenant with Grantee and its successors and assigns, that the Grantor is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances, except as aforesaid; that the Grantor has good right and title to sell and convey the rights as aforesaid and that Grantor, and its successors and assigns shall warrant and defend the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as

aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this deed to be executed this ____ day of June, 2015.

HINESBURG CENTER, LLC

BY _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this ____ day of June, 2015, personally appeared Brett Grabowski, duly authorized agent of **HINESBURG CENTER, LLC**, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of **HINESBURG CENTER, LLC**.

Before me _____
Notary Public

DEED

That **HINESBURG CENTER, LLC**, a Vermont limited liability company having a place of business in Burlington in the County of Chittenden and State of Vermont (the "Grantor"),

in consideration of TEN AND MORE DOLLARS paid to the Grantor's full satisfaction by

TOWN OF HINESBURG, a Vermont municipality having a place of business in

Hinesburg in the County of Chittenden and State of Vermont (the "Grantee"), does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the Grantee, and its successors and assigns forever, a certain piece of land in the Town of Hinesburg, County of Chittenden and State of Vermont, for motor vehicle and pedestrian use and for utilities, described as follows:

Being a portion of the lands and premises conveyed to the Grantor pursuant to a warranty deed, dated _____, from David Lyman, recorded in Volume _____, Page _____ of the Land Records of the Town of Hinesburg.

Being a piece or parcel of land identified in purple as "Future Riparian Park" substantially in the location shown and depicted on a plan entitled

Hinesburg Center II
Back Parcel Trails & Amenities

dated June 19, 2015, prepared by T.J. Boyle Associates, LLC, recorded in Plat Volume _____, Page _____ of the Land Records of the Town of Hinesburg (the "Potential Community Facilities Plan"). The final boundaries of the "Future Riparian Park" and restrictions on the use thereof shall be determined by agreement of the parties.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto Grantee, its successors and assigns forever; and Grantor does, for itself and its successors and assigns, covenant with Grantee and its successors and assigns, that the Grantor is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances, except as aforesaid; that the Grantor has good right and title to sell and convey the rights as aforesaid and that Grantor, and its successors and assigns shall warrant and defend the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this deed to be executed this _____ day of June, 2015.

HINESBURG CENTER, LLC

BY _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this ____ day of June, 2015, personally appeared Brett Grabowski, duly authorized agent of **HINESBURG CENTER, LLC**, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of **HINESBURG CENTER, LLC**.

Before me _____
Notary Public

22517008

DEED

That **HINESBURG CENTER, LLC**, a Vermont limited liability company having a place of business in Burlington in the County of Chittenden and State of Vermont (the "Grantor"), in consideration of TEN AND MORE DOLLARS paid to the Grantor's full satisfaction by

TOWN OF HINESBURG, a Vermont municipality having a place of business in Hinesburg in the County of Chittenden and State of Vermont (the "Grantee"), does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the Grantee, and its successors and assigns forever, a certain piece of land in the Town of Hinesburg, County of Chittenden and State of Vermont, for motor vehicle and pedestrian use and for utilities, described as follows:

Being a portion of the lands and premises conveyed to the Grantor pursuant to a warranty deed, dated _____, from David Lyman, recorded in Volume ____, Page ____ - of the Land Records of the Town of Hinesburg.

Being an easement on and over a strip of land, 20 feet in width, identified as "Proposed 20' wide recreation path easement to the Town of Hinesburg" substantially in the location depicted on a plan entitled

Subdivision Plat
Hinesburg
Center II
Off Route 116 Hinesburg, Vermont

(Plan Sheet 2 of 2), dated June 2015, prepared by Button Professional Land Surveyors, PC, recorded in Plat Volume ____, Page ____ of the Land Records of the Town of Hinesburg (the "Plat")

As depicted on the Plat, the easement has a northerly terminus at the lands now or formerly of Haystack Crossing, LLC and a southerly terminus at the lands now or formerly of the Grantee.

Said easement and right of way shall be used by the public as a recreational and pedestrian pathway subject to the condition that no motorized traffic, including, but not limited to, motorcycles, trail bikes and snowmobiles, shall be allowed to use the pathway, except motorized vehicles used by the Grantee, or its agents, for the purpose of constructing, maintaining or patrolling the pathway.

The Grantee, its successors and assigns, shall have the right to construct, reconstruct, repair, maintain, replace, patrol, level, fill, drain and pave said recreational pathway, including all necessary bridges, culverts, cuts and ramps, at its sole cost and expense.

The Grantee agrees, for itself and its successors, that it will indemnify and hold the Grantor (and its successors and assigns) harmless, to the full limits of liability insurance that it customarily maintains, for any injury or damage resulting from the public use of said right of way not attributable to acts of the Grantors (or their successors and assigns). The Grantee, by the recording of this easement, acknowledges that it has been donated to the Grantee, at no cost to the Grantee, with the intent that Grantor shall receive the full benefit and protection of 19 V.S.A. Section 2309.

For purposes of construction, a temporary easement and right of way five feet on each side of said permanent easement and right of way is hereby granted. Said temporary easement and right of way shall expire once construction is completed and the recreational pathway is open to the public.

The Grantor, and its successors and assigns, shall have the right to make use of the surface of the right of way and easement such as shall not be inconsistent with the use of said right of way (including underground sewer and water lines), but specifically shall place no structures, landscaping or other improvements within said easement and right of way which shall prevent or interfere with the within Grantee's ability to use said easement and right of way.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto Grantee, its successors and assigns forever; and Grantor does, for itself and its successors and assigns, covenant with Grantee and its successors and assigns, that the Grantor is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances, except as aforesaid; that the Grantor has good right and title to sell and convey the rights as aforesaid and that Grantor, and its successors and assigns shall warrant and defend the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this deed to be executed this ____ day of June, 2015.

HINESBURG CENTER, LLC

BY _____

Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this ____ day of June, 2015, personally appeared

Brett Grabowski, duly authorized agent of **HINESBURG CENTER, LLC**, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of **HINESBURG CENTER, LLC**.

Before me _____
Notary Public

22517008