

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS That I, Barbara Bissonette, a widow, Grantor, of Hinesburg, in the County of Chittenden, and State of Vermont, Grantors, in the consideration of TEN AND MORE Dollars paid to my full satisfaction by the Town of Hinesburg, in the County of Chittenden, and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY, and CONFIRM unto the said Grantee, Town of Hinesburg, and its successors and assigns forever, a certain piece of land in Hinesburg, in the County of Chittenden, and State of Vermont, described as follows, viz:

A parcel of land located westerly of Vermont Route 116 and southerly of Shelburne Falls Road, and more particularly described as follows: [*description from survey*].

Included in this conveyance is an easement and right of way for ingress and egress, fifty feet (50') in width, from Shelburne Falls Road to the property conveyed hereby. The northerly portion of this easement is located within the parcel of land conveyed to the Town of Hinesburg by the within Grantors pursuant to an irrevocable offer of dedication dated [*describe the irrevocable offer of dedication, or if the Town is going to accept this easement at this time we can reference the volume and page of the recorded deed*]. The easement then extends from said strip of land which is subject to said irrevocable offer of dedication and proceeds southerly and westerly to the parcel conveyed hereby, in a location to be agreed upon by Grantors and Grantee, the parties to act reasonably. It is anticipated that the Town will construct a roadway within the easement conveyed hereby, with the expectation that the road may subsequently be moved when Grantors' development plan for their remaining property is finalized. Accordingly, the location of this easement and roadway may subsequently be moved by Grantors, at their expense, in accordance with a development plan approved by the Hinesburg Development Review Board or a successor entity.

The easement conveyed by the proceeding paragraph shall be used in common by Grantors and Grantee and their respective heirs, successors, and assigns. The cost of maintenance, repair and snowplowing of any roadway

located within said right of way (any such maintenance, repair or snowplowing to be at the sole discretion of Grantee) shall be paid exclusively by Grantee, if said roadway is not used to access to any structures on the property currently owned by Grantors. Thereafter, the cost of maintenance, repair and snowplowing shall be shared in a fair and reasonable manner, to be subsequently agreed upon by the parties, with due consideration to any requirements imposed by the Hinesburg Development Review Board or a successor entity as part of the approval process for development pursuant to the applicable Hinesburg bylaws.

Also conveyed hereby is an easement, forty (40) feet in width, for underground utilities, including but not limited to water, sewer, and electricity, from the fifty foot (50') strip of land which is subject to the irrevocable offer of dedication in a straight line to the property conveyed hereby, in the location described as follows: *[provide a survey description]*. Also included is the right to reasonably enter upon adjacent land for construction or maintenance of utilities.

In the event the parcel of land conveyed hereby is no longer used by the Grantee for recreational purposes, Grantee by acceptance of this deed agrees to convey the property back to Grantors, their heirs and assigns. This covenant shall be null and void fifty (50) years from the date hereof.

For fifty (50) years from the date hereof, the property conveyed hereby shall not be conveyed by Grantee to any third party. In the event of any such conveyance, the property shall revert to Grantors, their heirs and assigns. This paragraph shall not preclude the grant of an easement to a third party, or a boundary line adjustment with a neighboring landowner which does not substantially decrease the size of the property.

By acceptance of this deed, Grantee agrees to keep the land in a neat condition, with all grass mowed.

The property conveyed hereby is a portion only of the lands and premises conveyed to Grantor by *[describe source of title]*.

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

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Town of Hinesburg, and its successors and/or assigns, to its own use and behoof forever;

And the said Grantor, Barbara Bissonette, for herself and her heirs, executors, and administrators, does covenant with the said Grantee, Town of Hinesburg, and its successors and/or assigns, that until the signing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid, and except for utility easements of record, if any, and except for taxes and municipal charges hereafter due and payable, which have been prorated as of the date of closing and which the Grantee accordingly assumes and agrees to pay; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set our hand and seal this ____ day of _____, 2012

Barbara Bissonette, L.S.

STATE OF VERMONT

COUNTY OF CHITTENDEN, SS:

At Hinesburg, this ____ day of _____, 2013, Barbara Bissonette, personally appeared, and she acknowledged this instrument, by her subscribed, to be her free act and deed.

Before me, _____
Notary Public
My Commission Expires: 2/10/15

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