IRREVOCABLE OFFER OF DEDICATION - TEMPORARY PEDESTRIAN PATH

This Irrevocable Offer of Dedication (hereinafter the "Agreement") is by and between HAYSTACK CROSSING, LLC, a Vermont limited liability company with a principal place of business in Hinesburg, in the County of Chittenden, and State of Vermont, (hereinafter the "Owner"), and the TOWN OF HINESBURG, a Vermont municipality located in the County of Chittenden, and State of Vermont, (hereinafter the "Town"). (This Irrevocable Offer of Dedication is made pursuant to the Town of Hinesburg Development Review Board Findings of Fact, Conclusions and Order in the matter of _____

_____,

dated _____, 201__.)

In consideration of Ten Dollars ($10.00) paid by the Town to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. Owner herewith delivers to the Town a deed of conveyance for a temporary pedestrian path as described in Exhibit A appended hereto, said delivery constituting a formal Irrevocable Offer of Dedication to the Town, to be held by the Town until the acceptance or rejection of such Irrevocable Offer of Dedication by the Town (hereinafter the "improvements").

2. Owner agrees that such formal Irrevocable Offer of Dedication is irrevocable and can be accepted by the Town at any time.

3. The execution and delivery of this Irrevocable Offer of Dedication shall impose no obligation by the Town to accept such Irrevocable Offer of Dedication. Town may accept one or more parcels/easement at any time without any obligation to accept an additional parcel(s)/easement thereafter.

4. Until this Offer is accepted, Owner reserves the right to use the property for all purposes not inconsistent with this Offer, including the right to construct the roadway and other improvements referenced in the Town of Hinesburg Development Review Board Findings of Fact, Conclusions and Order dated April 5, 2011.

5. This Irrevocable Offer of Dedication shall run with the land and be binding upon the Owner and the Town and their respective successors and assigns.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 201___.

IN PRESENCE OF:

HAYSTACK CROSSING, LLC

_____
WITNESS

By:_____
Joseph Bissonette, Manager

JOSEPH D. FALLON
ATTORNEY AT LAW
P. O. BOX 257
10729 ROUTE 116
HINESBURG, VT 05461
(802) 482-2137

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this _____ day of _____, 201___, personally appeared JOSEPH BISSONETTE, Manager of HAYSTACK CROSSING, LLC, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of HAYSTACK CROSSING, LLC.

Before me: _____
Notary Public

My commission expires: 2/10/2015

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ATTORNEY AT LAW
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TEMPORARY EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT HAYSTACK CROSSING, LLC, a Vermont limited liability company with a principal place of business in Hinesburg, in the County of Chittenden, State of Vermont, Grantor, in consideration of ------TEN AND MORE ------ Dollars paid to its full satisfaction by TOWN OF HINESBURG, a Vermont municipality located in the County of Chittenden, State of Vermont, Grantee, by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, TOWN OF HINESBURG, and its successors and assigns forever, a certain easement in the Town of Hinesburg, in the County of Chittenden, and State of Vermont, described as follows, viz:

Conveyed hereby is an easement for pedestrian and other use, not including motorized vehicles, ten feet in width, in the general location depicted as "PROPOSED TEMPORARY 10' WIDE TRAIL EASEMENT TO BE CENTERED ON TRAIL AS CONTSTUCTED [sic - CONSTRUCTED" on a survey map entitled "Subdivision Plat, Haystack Crossing, LLC, Shelburne Falls Road, Hinesburg, Vt.", prepared by Trudell Consulting Engineers, dated February 8, 2010, last revised September 15, 2014 (sheet 1 of 2) and of record as Map Slide ____ of the Town of Hinesburg land records. An easement has been or is being conveyed to the Town of Hinesburg leading from Shelburne Falls Road to Lot 5 as shown on the survey map aforementioned. The temporary easement conveyed by this deed leads from the aforementioned easement in a southerly direction, and thence easterly, near the southerly boundary of Lot 4, to Vermont Route 116. The easement shall be in the general location shown on the survey map aforementioned, the location of the temporary easement to become fixed once such a trail is constructed, if a trail is constructed.

Being a part and portion only of the same land and premises conveyed to Haystack Crossing, LLC, by Warranty Deed of Wayne R. Bissonette and Barbara B. Bissonette, Trustees of the Wayne R. Bissonette Revocable Trust u/t/a dated January 19, 2006, and Wayne R. Bissonette and Barbara B. Bissonette, Trustees of the Barbara B. Bissonette Revocable Trust u/t/a dated January 19, 2006, said deed dated September 22, 2011, and of record in Book 220, Pages 425-426 of the Town of Hinesburg Land Records.

This easement shall automatically terminate, and be of no further force or effect, when an irrevocable offer of dedication for a public road or right of way has been accepted by the Town of Hinesburg over Lot 4 leading from the fifty-foot wide access easement aforementioned to Vermont Route 116, which the Town of Hinesburg or its Development Review Board acknowledges by document of record in the Hinesburg Land Records, provides an acceptable alternative trail or pedestrian access location.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, 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 assigns, to their own use and behoof forever; and the said Grantor, HAYSTACK CROSSING, LLC, for itself and its successors and assigns, covenants with the said Grantee, TOWN OF HINESBURG, and its successors and assigns, that until the ensealing of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner

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aforesaid, that they are FREE FROM EVERY ENCUMBRANCE except as aforesaid and except for easements and rights of way of record, if any; and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 201__.

HAYSTACK CROSSING, LLC

By:_____
Joseph Bissonette, Manager

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this ____ day of _____, 201___, personally appeared JOSEPH BISSONETTE, MANAGER OF HAYSTACK CROSSING, LLC, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of HAYSTACK CROSSING, LLC.

Before me: _____
NOTARY PUBLIC

My commission expires: 2/10/2015

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