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WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Colchester School District, a school district with a place of business in Colchester, the County of Chittenden and State of Vermont, Grantor, in consideration of **TEN AND MORE DOLLARS** paid to its full satisfaction by the State of Vermont, Agency of Transportation, a state agency with a place of business in Montpelier in the County of Chittenden and State of Vermont, Grantee, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, its successors and assigns forever, a certain piece of land in the Town of Colchester, County of Chittenden and State of Vermont, described as follows, viz:

Being a portion only of the lands and premises conveyed to the Town of Colchester School District by the Warranty Deed of George L. and Lydia M. Sheppard dated June 7, 1972, recorded in Book W20 at Page 255 of the land records of the Town of Colchester.

Consisting of an unimproved parcel of land containing 1.9 acres, more or less, depicted on a R.O.W. Plan, Drawing No. ROW-02, for Highway Project Williston-Essex-Colchester PB-033-1(1), commonly known as the "Circumferential Highway," drawn by Bryant Associates, Inc., dated June, 1992 and December, 1997, to be recorded along with this deed in the Town of Colchester Land Records.

Being more particularly described as follows (all references to "Station" refer to a survey station on the designated centerline of the aforesaid highway project as shown in the referenced R.O.W. Plan):

Commencing at a point, which point is the southwest corner of the lands and premises of the Colchester School District, and which point is located approximately 20 feet left of Station 32+05;

Thence proceeding in a generally northeasterly along the northwest boundary of the lands and premises of the Colchester School District 84 feet, more or less, to a point approximately 86 feet left of Station 32+50;

Thence turning to the right and proceeding generally easterly along the planned north right-of-way line of the aforesaid highway project 368 feet, more or less, to a point approximately 95 feet left of Station 36+04;

Thence bearing to the right and proceeding generally southeasterly along said right-of-way line 211 feet, more or less, to a point approximately 96 feet left of Station 38+01;

Thence bearing to the right and proceeding generally southeasterly along said right-of-way line 200 feet, more or less, to a point approximately 89 feet left of Station 39+90;

Thence turning in an acute angle to the right and proceeding generally westerly along the south boundary of the lands and premises of the Colchester School District 125 feet, more or less, to a point approximately 54 feet left of Station 38+74;

Thence bearing to the left and proceeding generally southwesterly along the south boundary of the aforesaid lands and premises 294 feet, more or less, to a point approximately 56 feet right of Station 36+00;

Thence bearing to the right and proceeding generally westerly along the south boundary of the aforesaid lands and premises 152 feet, more or less, to a point approximately 60 feet right of Station 34+42;

Thence bearing to the right and proceeding generally northwesterly along the south boundary of the aforesaid lands and premises 252 feet, more or less, to the point of beginning.

The aforesaid parcel of land is conveyed subject to easements, rights of way, covenants and restrictions of record. The aforesaid parcel of land is conveyed without any warranty as to state or local permits or approvals required for the subdivision of the parcel, and by acceptance of this deed Grantee expressly agrees to assume responsibility, at its sole cost, for obtaining any such required permits and approvals.

The aforesaid premises are conveyed subject to the following restrictions, which shall burden Grantee, its successors and assigns, and shall benefit the adjoining land and premises retained by Grantor more particularly described in that certain Warranty Deed of George L. and Lydia M. Sheppard dated June 7, 1972, recorded in Book W20 at Page 255 of the land records of the Town of Colchester:

(a) the use of the aforesaid premises shall be limited to the construction, operation, maintenance and use of a limited access highway and related bike path;

(b) Grantee shall construct and maintain a six foot highway safety fence alongside both sides of the limited access highway bordered by Grantor's property;

(c) The limited access highway constructed on the aforementioned premises shall not have any exits or entrances between Rev. P.C. #1 Sta 10+00 and Rev PT #5 Sta 61+00.55, a distance of approximately one-half mile on each side of the conveyed premises; and

(d) Grantee shall sell the aforementioned premises back to Grantor for \$1.00 pursuant to a warranty deed, when, and if, the Grantee decides that the aforementioned premises shall not be used for a limited access facility and related bike path.

By acceptance of this Deed, Grantee, expressly for itself and its successors and assigns, hereby accepts the restrictions set forth herein.

Reference is hereby made to the aforesaid deeds and plans, the records thereof, and the respective references contained therein, all 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 State of Vermont, Agency of Transportation, its heirs and assigns, to their own use and behoof forever;

AND, the said Grantor, Colchester Town School District, for itself and its successors and assigns, does covenant with the said Grantee, the State of Vermont, Agency of Transportation, and its successors and assigns that until the sealing of these presents it is the sole owner 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 Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 17th day of August, 2001.

IN PRESENCE OF:
TOWN OF COLCHESTER
SCHOOL DISTRICT

Catherine W. Whelan
Witness

Kathleen B. Sigrette
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington in said County this 17th day of August, 2001, ^{WR} KATHERINE R. NIQUETTE personally appeared and acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of the Town of Colchester School District.

Before me, KATHLEEN M. BENJILA
Notary Public

My Commission Expires: 2-10-03

BTV/191978.2