

WARRANTY DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that ____ [*name of individual*]____ of ____ [*individual's City/Town of residence*]____, in the County of ____ [*individual's County of residence*]____ and State of Vermont, GRANTOR (whether singular or otherwise, hereinafter referred to as "Grantor"), in the consideration of One and More Dollars, and other valuable consideration tendered to Grantor's full satisfaction by the **TOWN OF COLCHESTER**, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **TOWN OF COLCHESTER**, and its successors and assigns forever, such permanent and temporary rights and easements for the purpose of constructing and maintaining a public sidewalk and associated improvements for public use over, on and through lands of the Grantor in the Town of Colchester, County of Chittenden, and State of Vermont, described as follows:

The easements described herein are located on and over a portion of the land and premises conveyed to ____ [*name of Grantor*]____ by Warranty Deed of ____ [*Name of person/entity that conveyed property to Grantor*]____ dated ____ [*date of Warranty Deed*]____ and of record in Volume ____ [*volume no.*]____ at Page ____ [*page no.*]____ of the Town of Colchester Land Records (the "Property").

The easements conveyed hereby are more particularly described as follows:

A temporary construction easement and a permanent easement, more particularly depicted on plans entitled "____ [*name of plans/plats*]____" prepared by ____ [*individual/entity preparing the plans*]____ dated ____ [*date of plans*]____, and recorded in Map Slide ____ [*slide no.*]____ of the aforesaid Land Records (the "Plans"), and more particularly described hereinafter:

Permanent Easement

The permanent sidewalk easement, being ____ [*no. of feet*]____ feet in width and located along

the ____*[northern/southern/eastern/western]*____ border of Lot(s) ____*[lot nos.]*____ as shown and depicted on the Plans, is intended to grant and convey to the Grantee those property rights necessary and incidental for the construction, reconstruction, replacement, repair, maintenance and public use of a public sidewalk with related improvements, some or all of which are to be located on the Property.

Reference is hereby made to the Plans in further aid of this description and the extent and nature of the easement rights granted herein.

Grantor, and his/her/its heirs, successors and assigns, hereby covenant not to modify the contour of said easement area, or place any obstacles, structures, landscaping, or other improvements within said easement area which shall prevent or interfere with Grantee's or the public's ability to use such easement and right-of-way, except for the purpose of constructing an access as approved by the Town and as depicted on the Plans.

Temporary Construction Easement

In connection with the above permanent easement, Grantor also hereby conveys a temporary construction easement to enter upon the Property for the purpose of constructing the sidewalk and associated improvements referenced hereinabove. The temporary construction easement shall extend ____*[no. of feet]*____ feet beyond the permanent easement area, as shown and depicted on the Plans. Grantee shall have the right to remove all trees, logs, stumps, protruding roots, brush and other objectionable materials, structures, growth and any other thing of whatever kind or nature from said temporary sidewalk construction easement area. All temporary easements shall expire once construction is completed and the sidewalk is open to the public.

Restoration

As a condition hereof, Grantee shall, upon completion of construction activities, return the ground vegetation, topsoil or asphalt disturbed to its prior condition, so far as practicable.

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 all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Town of Colchester**, a Vermont municipality, and Grantee's successors and assigns, to Grantee's own use and behoof forever;

And the said Grantor, _____*[name of Grantor]*_____, for

Grantor and Grantor's heirs, executors and administrators, does covenant with the said Grantee, and Grantee's successors and assigns, that until the ensealing of these presents Grantor is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, and except for all mortgages and easements as may appear of record, provided that such exception shall not reinstate any such easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7; and Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and acknowledged this _____ day of _____, 20____.

[Grantor]

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____ this _____ day of _____, 20__, Grantor, _____, personally appeared and acknowledged this instrument, by said Grantor sealed and subscribed to be said Grantor's free act and deed.

Notary Public

My commission expires: _____