

District 5  
 Certcode 0407-0

**CERTIFICATE OF HIGHWAY MILEAGE  
 YEAR ENDING FEBRUARY 10, 2018**

Fill out form, make and file copy with the Town Clerk, and mail ORIGINAL, before February 20, 2018 to:  
 Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section  
 One National Life Drive, Montpelier, VT 05633.

We, the members of the legislative body of HINESBURG in CHITTENDEN County  
 on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305,  
 added 1985, is as follows:

**PART I - CHANGES TOTALS - Please fill in and calculate totals.**

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	0.000			-	0.000
Class 2	21.370			21.370	0.000
Class 3	32.71	.46		33.17	0.000
State Highway	7.238			7.238	0.000
<b>Total</b>	<b>61.318</b>			<b>61.778</b>	<b>0.000</b>
* Class 1 Lane	0.000			-	
* Class 4	4.94			4.94	0.000
* Legal Trail	0.00			-	

\* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

**PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.**

- NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".  
 Mulberry Lane .16 miles  
 Thistle Hill Dr .21 miles  
 Thorn Bush .09 miles  
 Additional mileage = .46 miles  
 Documentation provided for 0.06 mi, other 0.10 mi will be added as CL3 Provisional.  
 Totals and Provisional Class 3 notes by K. Alley, as per attached emails.
- DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES IN MILEAGE: Check box and sign below.

**PART III - SIGNATURES - PLEASE SIGN.**

Selectmen/ Aldermen/ Trustees Signatures: Steve R. Powell [Signature]  
[Signature] Andrea Myrtle  
 T/C/V Clerk Signature: Melissa B. Rahn Date Filed: 2/7/2018

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: [Signature] DATE: 4/18/2018  
 Representative, Agency of Transportation

Vermont Statutes Annotated

19 V.S.A. § 305. Measurement and inspection

Received

FEB 22 2018

Policy, Planning & Intermodal  
Development Division

§ 305. Measurement and inspection

(a) After reasonable notice to the selectboard, a representative of the agency may measure and inspect the class 1, 2, and 3 town highways in each town to verify the accuracy of the records on file with the agency. Upon request, the selectboard or their designee shall be permitted to accompany the representative of the agency during the measurement and inspection. The agency shall notify the town when any highway, or portion of a highway, does not meet the standards for its assigned class. If the town fails, within one year, to restore the highway or portion of the highway to the accepted standard, or to reclassify, or to discontinue, or develop an acceptable schedule for restoring to the accepted standards, the agency for purposes of apportionment under section 306 of this title shall deduct the affected mileage from that assigned to the town for the particular class of the road in question.

(b) Annually, on or before February 10, the selectboard shall file with the town clerk a sworn statement of the description and measurements of all class 1, 2, 3, and 4 town highways and trails then in existence, including any special designation such as a throughway or scenic highway. When class 1, 2, 3, or 4 town highways, trails, or unidentified corridors are accepted, discontinued, or reclassified, a copy of the proceedings shall be filed in the town clerk's office and a copy shall be forwarded to the agency.

(c) All class 1, 2, 3, and 4 town highways and trails shall appear on the town highway maps by July 1, 2015.

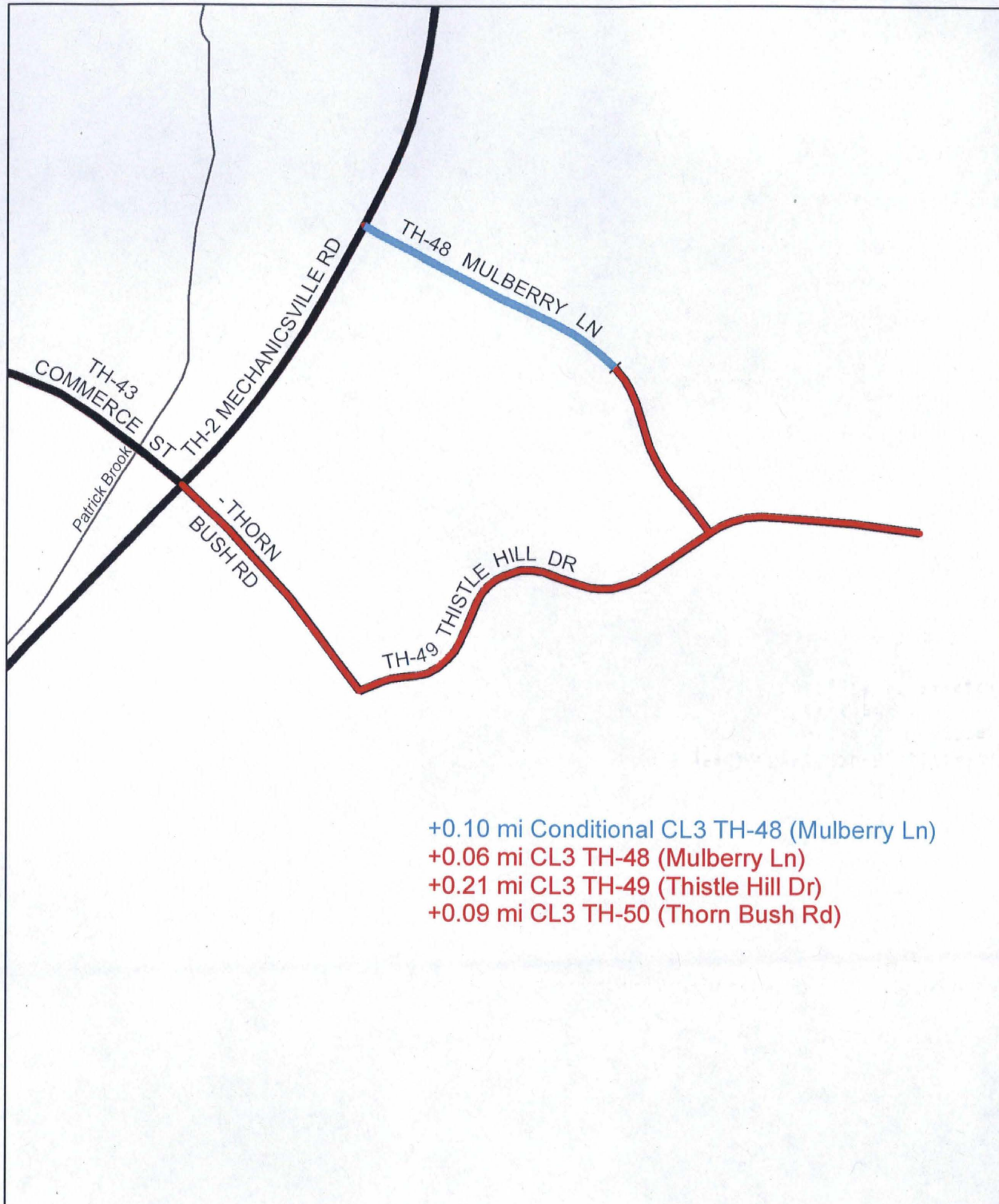
(d) At least 45 days prior to first including a town highway or trail that is not clearly observable by physical evidence of its use as a highway or trail and that is legally established prior to February 10, 2006 in the sworn statement required under subsection (b) of this section, the legislative body of the municipality shall provide written notice and an opportunity to be heard at a duly warned meeting of the legislative body to persons owning lands through which a highway or trail passes or abuts.

(e) The agency shall not accept any change in mileage until the records required to be filed in the town clerk's office by this section are received by the agency. A request by a municipality to the agency for a change in mileage shall include a description of the affected highway or trail, a copy of any surveys of the affected highway or trail, minutes of meetings at which the legislative body took action with respect to the changes, and a current town highway map with the requested deletions and additions sketched on it. A survey shall not be required for class 4 town highways that are legally established prior to February 10, 2006. All records filed with the agency are subject to verification in accordance with subsection (a) of this section.

(f) The selectboard of any town who are aggrieved by a finding of the agency concerning the measurement, description, or classification of a town highway may appeal to the transportation board by filing a notice of appeal with the executive secretary of the transportation board.

(g) The agency shall provide each town with a map of all of the highways in that town together with the mileage of each class 1, 2, 3, and 4 highway, as well as each trail, and such other information as the agency deems appropriate.

Excerpt of 19 V.S.A. § 305. Measurement and inspection from Vermont Statutes Online located at –  
<https://legislature.vermont.gov/statutes/section/19/003/00305>



- +0.10 mi Conditional CL3 TH-48 (Mulberry Ln)
- +0.06 mi CL3 TH-48 (Mulberry Ln)
- +0.21 mi CL3 TH-49 (Thistle Hill Dr)
- +0.09 mi CL3 TH-50 (Thorn Bush Rd)

**Mileage Certificate Changes 2018**  
**HINESBURG**

(0407-0)

Mapping Section  
 Division of Policy and Planning  
 Vermont Agency of Transportation -- April 4, 2018



## Alley, Kerry

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**From:** jdubingrossman@hinesburg.org  
**Sent:** Monday, March 19, 2018 4:13 PM  
**To:** Alley, Kerry  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Kerry,

Thanks for reaching out - I've been working with the attorney on Mulberry Lane. Yes we will be moving forward with the provisional part of Mulberry Lane being added to the Town of Hinesburg highway mileage along with the other roads I originally requested.

I'll be in touch shortly.

Thank you,  
Joy

Joy Dubin Grossman  
Assistant Town Administrator  
Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)  
(802)482-2281 ext. 221



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**From:** Alley, Kerry <Kerry.Alley@vermont.gov>  
**Sent:** Monday, March 19, 2018 3:02 PM  
**To:** Joy <jdubingrossman@hinesburg.org>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Hi Joy,

I never did get back with you again regarding your preparation to speak with the Town Lawyer about the original portion of Mulberry Lane. Having looked back at what I wrote previously (below), I don't think there's much more I can say about it that would be useful.

Is the town still pursuing the formal process of making the original portion of Mulberry Lane a class 3 Town Highway? If so, does the Selectboard want to officially request that this be a Provisional Class 3 highway on this year's Certificate? I want to be very sure of this before I process the Certificate.

Thanks!  
Kerry

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**From:** Alley, Kerry  
**Sent:** Friday, March 02, 2018 4:37 PM  
**To:** 'Joy' <[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Hi Joy,

I am just stepping out of the office right now, but I will get back with you on Monday about this. The short answer is to determine who owns the land, and whether they're willing to dedicate it, and then follow a process similar to how the other portions were dedicated. Then the Selectboard needs to accept it as a town highway, and it is good practice for the town to notify adjacent landowners in advance. If the current ownership is ambiguous, then that's above my pay grade, and I'm sure lawyers can help with that too. ☺

Have a great weekend!  
Kerry

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**From:** Joy [<mailto:jdubingrossman@hinesburg.org>]  
**Sent:** Friday, March 02, 2018 4:32 PM  
**To:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Dear Kerry,

After a complete search for documentation, it would appear that the Town of Hinesburg does not have the proper documentation for the ownership of the original portion of Mulberry Lane. Therefore it would be helpful if we could learn from you what is required to make the this occur.

We will be in touch with our town attorney; however, if you could help with a short explanation in advance so we can avoid a long and expensive process on a parcel that we already maintain.

Thank You,  
Joy

Joy Dubin Grossman  
Assistant Town Administrator  
Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
[JoyDubinGrossman@hinesburg.org](mailto:JoyDubinGrossman@hinesburg.org)  
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**From:** Alley, Kerry [<mailto:Kerry.Alley@vermont.gov>]  
**Sent:** Friday, February 16, 2018 3:21 PM  
**To:** Joy <[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Hi Joy,

It's enough to make us dizzy! 😊

Do you mean that the first part of Mulberry Ln was sold to the second developer? If that's the case, is there a reason the developer didn't dedicate that portion to Hinesburg along with the other highways and the rest of Mulberry Ln? The minutes clearly indicate Selectboard Acceptance, but it's the dedication aspect that I'm trying to nail down. The Irrevocable offer and easement deeds that you've sent me only cover the Mulberry Lane extension. Maybe I'm missing some details about other irrevocable offers?

Kerry

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**From:** Joy [<mailto:jdubingrossman@hinesburg.org>]  
**Sent:** Friday, February 16, 2018 2:55 PM  
**To:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Dear Kerry,

*Thistle Hill RECORD DRAWING 12-01-16.pdf  
Mulberry Lane 2002 Plan.pdf*

After further discussions, I have confirmed that Mulberry Lane was first developed by Russell Barrone, DBA Mechanicsville LLC and sold to Bartlett Frisbie who further developed the addition of Mulberry Lane, Thorn Bush Road and Thistle Hill Road. All three roads (in totality) were turned over to the Town of Hinesburg on December 15, 2014 as was defined in the Selectboard Meeting Minutes. Furthermore there is no warranty deed for the Barrone portion of Mulberry Lane, so it appears we are at an end with this scavenger hunt.

I hope this helps and we can officially add the .46 miles to the Town of Hinesburg Highway mileage.

We are still working on discerning more information for the .56 miles of class 3 roads and .65 of class 4 road you asked about in your email yesterday along with continuing to work on the status of the NOTS.

If you have more questions please let me know.

Thank you

Joy

Joy Dubin Grossman  
Assistant Town Administrator  
Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
[JoyDubinGrossman@hinesburg.org](mailto:JoyDubinGrossman@hinesburg.org)  
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**From:** Alley, Kerry [<mailto:Kerry.Alley@vermont.gov>]  
**Sent:** Friday, February 16, 2018 12:17 PM  
**To:** Joy <[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Yes, a warrantee deed and some documentation of acceptance of that portion of Mulberry Ln by the selectboard. If there wasn't a separate acceptance for the initial portion, the minutes from Dec. 15, 2014 might be sufficient for us to process it here at VTrans (I'll look into that too).

Kerry

Original Attachments of message below: <<image002.jpg>>

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**From:** Joy [<mailto:jdubingrossman@hinesburg.org>]  
**Sent:** Friday, February 16, 2018 11:52 AM  
**To:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Dear Kerry,

In italics and bold is the answer to your first question and I'm still researching the 2<sup>nd</sup> question:

**Question 1-** The Mulberry Lane deed suggests that a portion of it has already been accepted as a public highway. Is this the case? If so, we don't show it on the Town Highway Map, and it would be good to include it on the Certificate at this time as well.

*It would appear the first part of Mulberry Lane was not added as a public highway, possibly because there was intention of the continuation of the development. The mileage I gave you includes the entire road. Would you need another warranty deed for the original section Mulberry Lane?*

**Question 2** - This also reminds me... In 2015, the Heinsburg Mileage Certificate was submitted with 0.56 class 3 miles and 0.65 class 4 miles, but no description of which highways this pertained to was provided. Melissa Ross, in the Town Office, said the changes would be submitted at a later time, so I'm guessing that's what you've submitted this year? However, if this year's changes are unrelated to the 2015 Certificate, there might be other Hinesburg town highways that we are unaware of and that should be added to the map. I know that's not much to go on, but I figured it was worth mentioning just in case!

Joy Dubin Grossman  
Assistant Town Administrator  
Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
[JoyDubinGrossman@hinesburg.org](mailto:JoyDubinGrossman@hinesburg.org)  
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**From:** Alley, Kerry [<mailto:Kerry.Alley@vermont.gov>]  
**Sent:** Thursday, February 15, 2018 10:16 AM  
**To:** Joy <[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Hi Joy,

I have two other questions:

The Mulberry Lane deed suggests that a portion of it has already been accepted as a public highway. Is this the case? If so, we don't show it on the Town Highway Map, and it would be good to include it on the Certificate at this time as well.

This also reminds me... In 2015, the Heinsburg Mileage Certificate was submitted with 0.56 class 3 miles and 0.65 class 4 miles, but no description of which highways this pertained to was provided. Melissa Ross, in the Town Office, said the changes would be submitted at a later time, so I'm guessing that's what you've submitted this year? However, if this year's changes are unrelated to the 2015 Certificate, there might be other Hinesburg town highways that we are unaware of and that should be added to the map. I know that's not much to go on, but I figured it was worth mentioning just in case!



Thanks again for providing us with this information!  
Kerry

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**From:** Alley, Kerry  
**Sent:** Thursday, February 15, 2018 9:53 AM  
**To:** 'Joy' <[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Hello Joy,

Do you also have scan of the survey plat referenced in the deeds you sent? That will help me verify that the lot boundaries are where I think they are based on our imagery and other data.

All three highways refer to the same sheet (PL2) of the final subdivision plat "Lands of Mechanicsville, LLC ... 7 Lot Subdivision Plat". If it's too big to scan as a whole, it is ok to make several smaller scans that center on relevant areas.

Thanks!  
Kerry

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Kerry Alley | GIS Professional III  
Vermont Agency of Transportation  
1 National Life Dr | Montpelier, VT 05633  
802-828-3666 | [Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)  
<http://vtrans.vermont.gov/planning/maps>

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**From:** Joy [<mailto:jdubingrossman@hinesburg.org>]  
**Sent:** Thursday, February 15, 2018 9:09 AM  
**To:** Croft, Johnathan <[Johnathan.Croft@vermont.gov](mailto:Johnathan.Croft@vermont.gov)>  
**Cc:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Thank you Johnathan and I look forward to hearing from you Kerry.

Best,  
Joy

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**From:** Croft, Johnathan [<mailto:Johnathan.Croft@vermont.gov>]  
**Sent:** Wednesday, February 14, 2018 3:35 PM  
**To:** Joy <[jdubingrossman@hinesburg.org](mailto:jdubingrossman@hinesburg.org)>  
**Cc:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Good afternoon Joy,

I have passed the baton on this project to Kerry Alley, who processes the Mileage Certificates for your area. She will be reviewing this, if she hasn't already and will be getting back to you if she has any questions. I would expect that she will be able to provide insight on length of these changes in the next day or so, and before you meeting on Monday the 19<sup>th</sup>.

Johnathan

Johnathan Croft | Mapping Section Chief  
Vermont Agency of Transportation  
1 National Life Dr | Montpelier, VT 05633  
802-828-2600 | [johnathan.croft@vermont.gov](mailto:johnathan.croft@vermont.gov)



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**From:** Joy [<mailto:jdubingrossman@hinesburg.org>]  
**Sent:** Wednesday, February 14, 2018 3:34 PM  
**To:** Croft, Johnathan <[Johnathan.Croft@vermont.gov](mailto:Johnathan.Croft@vermont.gov)>  
**Subject:** RE: Town of Hinesburg adding roads for Highway Mileage

Hi Jonathan

Good afternoon – I'm wondering if you've had an opportunity to review the exhibits that I sent earlier in the week (see below) in respect to the certificate of highway mileage? The selectboard will be meeting on Monday February, 19 and we were hoping to give them an update if possible. Thanks for your help and I look forward to hearing from you.

Thank you  
Joy Dubin Grossman

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**From:** Joy [<mailto:jdubingrossman@hinesburg.org>]  
**Sent:** Monday, February 12, 2018 3:03 PM  
**To:** 'johnathan.croft@vermont.gov' <>  
**Subject:** Town of Hinesburg adding roads for Highway Mileage

Dear Jonathan,

Thank you for your help this morning. Attached you will find documents for your review, as the Town of Hinesburg is working to add the three roads: Thorn Bush Road, Mulberry Lane and Thistle Hill to the highway mileage count.

**Exhibit 1** – E-911 Map which shows the three roads the Town of Hinesburg has added. The total mileage: Thorn Bush Road, 0.09, Mulberry Lane 0.16, and Thistle Hill Road 0.21 = 0.46

**Exhibit 2** – Certificate of Completion and Opening of a Highway for Public Travel – partially complete

**Exhibit 3** – Selectboard Minutes, December 15, 2014

**Exhibit 4** – Cover letter Hinesburg Hillside LLC

**Exhibit 5** – Hinesburg Irrevocable Offers of Dedication

**Exhibit 6** – Email Correspondence – Developer and Town Administrator

Please let me know what else we'll need to expediate this process.

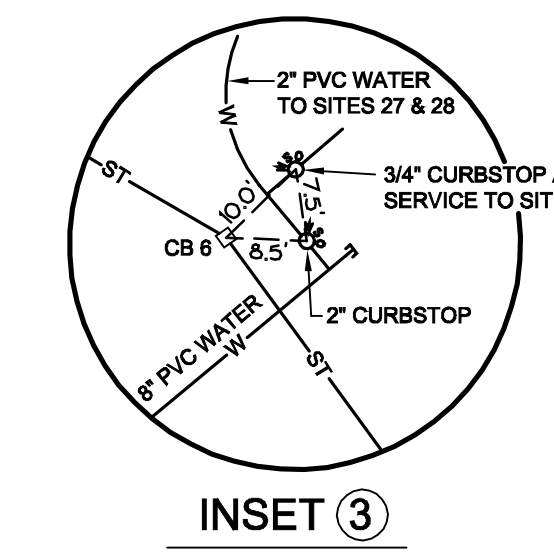
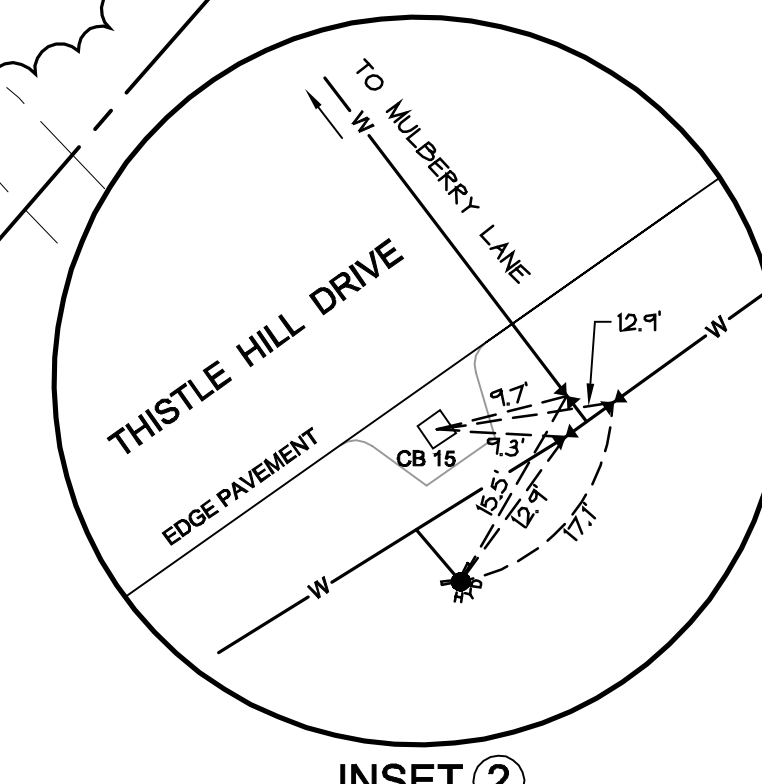
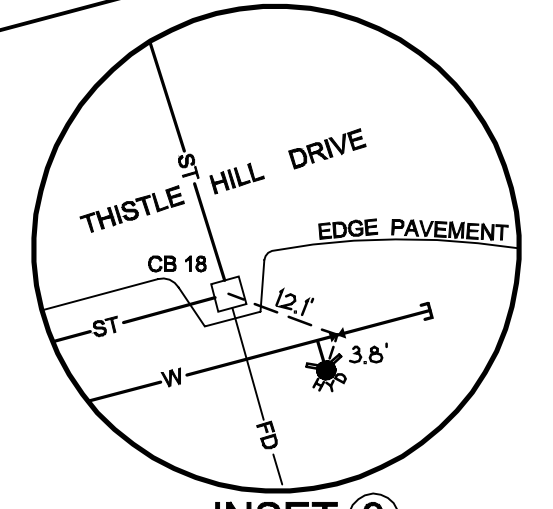
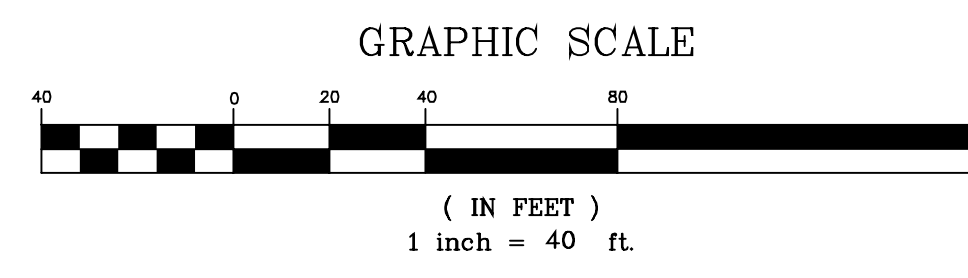
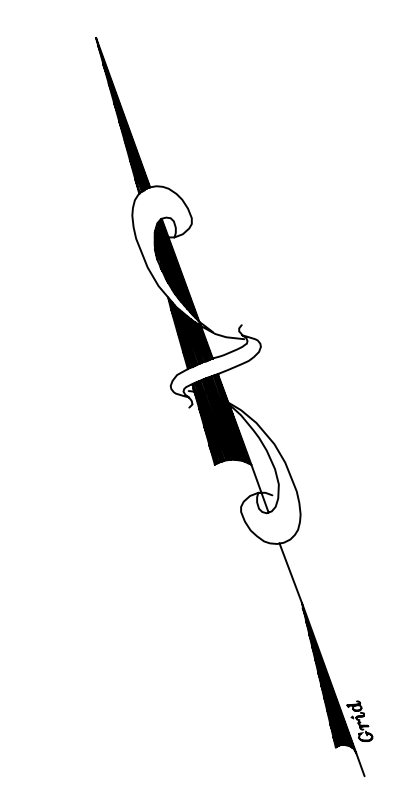
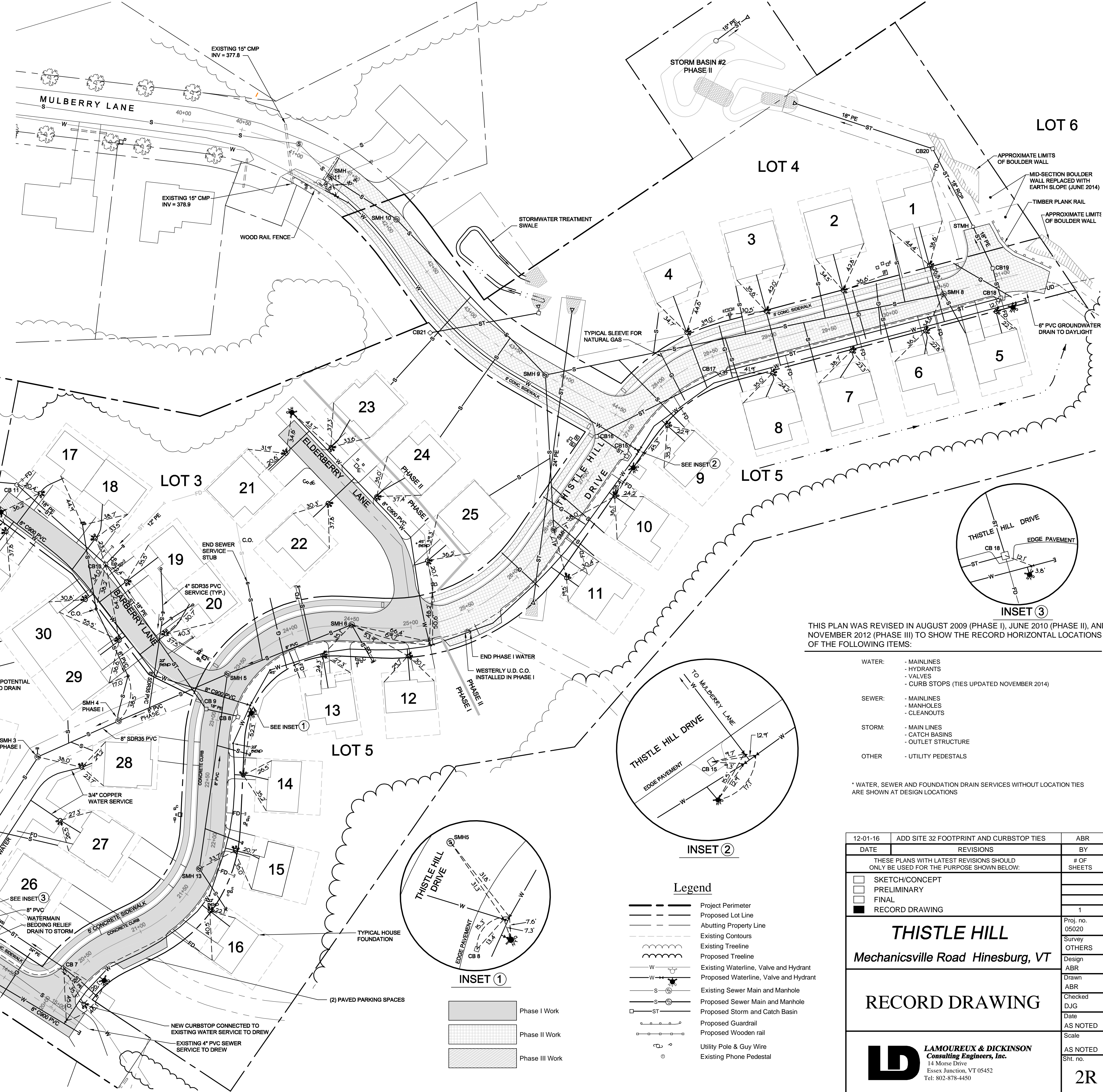
Thank You very much for your help on this matter.

Sincerely,



SANITARY AND STORMWATER STRUCTURE DATA

SANITARY		STORMWATER	
SMH 1 - STA. 10+40, 21.7' LT. EXISTING RIM ELEV. = 353.35 NEW RIM ELEV. = 354.30 EXIST. 8" INV. IN = 348.25 EXIST. 8" INV. OUT = 377.44	SMH 7 - STA. 26+50, CL RIM ELEV. = 419.38 8" INV. OUT = 411.00	CB 1 - STA. 10+20, 16.2' RT. RIM ELEV. = 353.50 18" INV. IN = 351.15 18" INV. OUT = 351.05	CB 17 - STA. 28+53, 15.5' RT. RIM ELEV. = 406.75 18" INV. IN = 401.25 18" INV. OUT = 401.15 6" UD INV. IN = 401.25 6" UD INV. OUT = 402.75
SMH 2 - STA. 19+72, 9.7' LT. EXISTING RIM ELEV. = 352.34 NEW RIM ELEV. = 352.87 NEW 8" INV. IN = 378.10 EXIST. 8" INV. IN = 377.49 EXIST. 8" INV. OUT = 377.44	SMH 8 - STA. 30+50, CL RIM ELEV. = 400.00 8" INV. OUT = 394.00	CB 2 - STA. 11+13.8, 10.0' LT. RIM ELEV. = 358.00 12" INV. OUT = 353.25 6" UD INV. IN = 353.30 6" UD INV. OUT = 354.80	CB 18 - STA. 30+85, 15.5' RT. RIM ELEV. = 398.80 18" INV. IN = 394.40 18" INV. OUT = 394.30 4" FD INV. IN = 394.40 4" FD INV. OUT = 402.75
SMH 3 - RIM ELEV. = 399.13 8" INV. IN = 383.20 8" INV. OUT = 383.10	SMH 9 - STA. 43+82, CL RIM ELEV. = 405.75 (2) 8" INV. IN = 392.30 8" INV. OUT = 392.20	CB 3 - STA. 12+49.5, 13.4' LT. RIM ELEV. = 359.50 18" INV. IN = 364.10 18" INV. OUT = 367.00 24" INV. IN = 364.10 24" INV. OUT = 364.00 6" UD INV. IN = 365.00 6" UD INV. OUT = 366.50	CB 19 - STA. 30+85, 11.0' LT. RIM ELEV. = 399.24 18" INV. IN = 394.40 18" INV. OUT = 393.80
SMH 4 - RIM ELEV. = 398.00 8" INV. IN = 392.10 8" INV. OUT = 392.00	SMH 10 - STA. 42+00, 5.5' LT. RIM ELEV. = 387.43 8" INV. IN = 381.10 8" INV. OUT = 381.00	CB 4 - STA. 12+09.4, 10.8' LT. RIM ELEV. = 373.0 (PH III) 8" INV. OUT = 375.00 6" FD INV. IN = 368.50 6" FD INV. OUT = 368.50	CB 20 - RIM ELEV. = 386.0 18" INV. IN = 382.00 18" INV. OUT = 381.90
SMH 5 - STA. 23+36, 6.0' LT. RIM ELEV. = 403.35 (2) 8" INV. IN = 398.17 8" INV. OUT = 398.07	SMH 11 - STA. 41+34, 5.6' RT. RIM ELEV. = 382.74 8" INV. IN = 376.10 8" INV. OUT = 375.00	CB 5 - STA. 13+62.4, 15.2' LT. RIM ELEV. = 381.70 24" INV. IN = 376.50 24" INV. OUT = 375.40 6" UD INV. IN = 377.00 6" UD INV. OUT = 377.50	CB 21 - STA. 42+89, 30.0' RT. RIM ELEV. = 394.0 18" INV. OUT = 391.00
SMH 6 - STA. 24+50 CL RIM ELEV. = 416.32 8" INV. OUT = 410.00	SMH 12 - STA. 40+09, 4.9' LT. EXIST. RIM ELEV. = 381.29 EXIST. 8" INV. IN = 372.24 EXIST. 8" INV. OUT = 372.09	CB 6 - STA. 14+04, 33.6' LT. RIM ELEV. = 385.00 15" INV. IN = 381.00 15" INV. OUT = 381.00 24" INV. IN = 384.10 24" INV. OUT = 384.00	CB 22 - RIM ELEV. = 354.50 15" INV. IN = 352.45 15" INV. OUT = 352.35
	SMH 13 - STA. 21+75, CL RIM ELEV. = 404.44 8" INV. OUT = 399.00	CB 7 - STA. 20+32, 11.0' LT. RIM ELEV. = 396.10 24" INV. IN = 391.20 24" INV. OUT = 391.10 6" UD INV. IN = 391.20 6" UD INV. OUT = 392.70	CB 23 - RIM ELEV. = 394.00 18" INV. IN = 390.40 18" INV. OUT = 390.30
	SMH 14 (ON EXIST. 8" PVC) RIM ELEV. = 397.0 8" INV. IN = 392.75 8" INV. OUT = 392.75	CB 8 - STA. 27+35, 15.5' RT. RIM ELEV. = 411.45 18" INV. IN = 406.85 18" INV. OUT = 406.75	CB 24 - RIM ELEV. = 390.00 18" INV. IN = 382.50 18" INV. OUT = 382.40
	SMH 15 - LILAC LANE RIM ELEV. = 378.4 4" 6" PVC INV. IN = 369.50 8" OUT = 369.40	CB 9 - STA. 27+34, 15.3' LT. RIM ELEV. = 411.85 18" INV. IN = 406.85 18" INV. OUT = 406.75	CB 25 - RIM ELEV. = 383.70 18" INV. IN = 378.70 18" INV. OUT = 378.60
	SMH 16 - LILAC LANE RIM ELEV. = 399.0 (2) 4" INV. IN = 381.10 8" INV. OUT = 381.00		CB 26 - RIM ELEV. = 383.70 18" INV. IN = 378.70 18" INV. OUT = 378.60



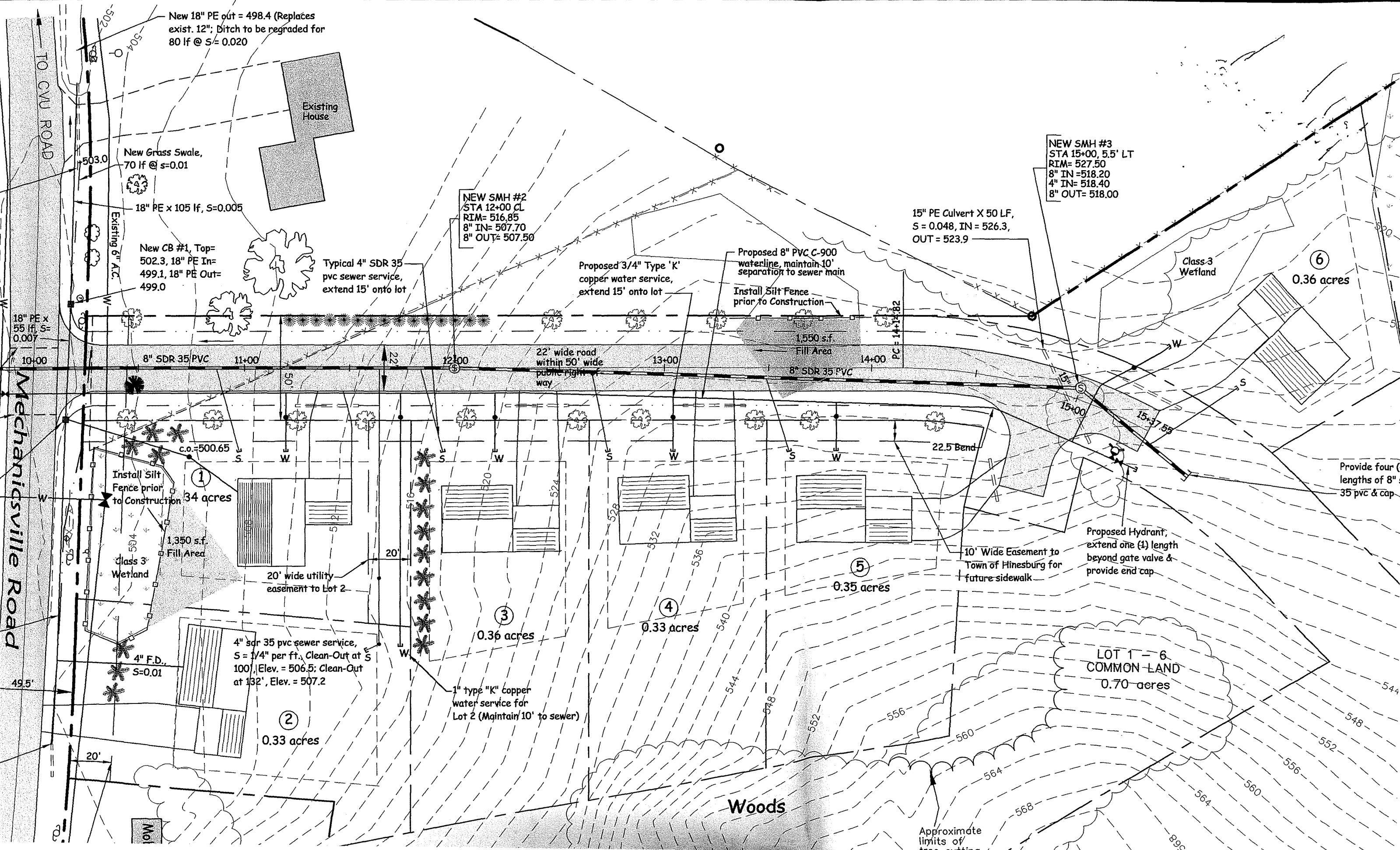
THIS PLAN WAS REVISED IN AUGUST 2009 (PHASE I), JUNE 2010 (PHASE II), AND NOVEMBER 2012 (PHASE III) TO SHOW THE RECORD HORIZONTAL LOCATIONS OF THE FOLLOWING ITEMS:

- WATER:
    - MAINLINES
    - HYDRANTS
    - VALVES
    - CURB STOPS (TIES UPDATED NOVEMBER 2014)
  - SEWER:
    - MAINLINES
    - MANHOLES
    - CLEANOUTS
  - STORM:
    - MAIN LINES
    - CATCH BASINS
    - OUTLET STRUCTURE
  - OTHER:
    - UTILITY PEDESTALS
- \* WATER, SEWER AND FOUNDATION DRAIN SERVICES WITHOUT LOCATION TIES ARE SHOWN AT DESIGN LOCATIONS

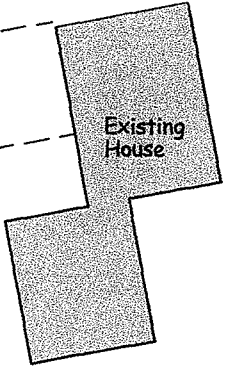
- Legend**
- Project Perimeter
  - - - Proposed Lot Line
  - - - Abutting Property Line
  - Existing Contours
  - Existing Treeline
  - Proposed Treeline
  - Existing Waterline, Valve and Hydrant
  - Proposed Waterline, Valve and Hydrant
  - Existing Sewer Main and Manhole
  - Proposed Sewer Main and Manhole
  - Proposed Storm and Catch Basin
  - Proposed Guardrail
  - Proposed Wooden rail
  - Utility Pole & Guy Wire
  - Existing Phone Pedestal

DATE	ADD SITE 32 FOOTPRINT AND CURBSTOP TIES	ABR
12-01-16		
THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW.		
SKETCH/CONCEPT		# OF SHEETS
PRELIMINARY		
FINAL		
RECORD DRAWING		1
<b>THISTLE HILL</b>		Proj. no.
Mechanicsville Road Hinesburg, VT		05020
		Survey
		OTHERS
		Design
		ABR
		Drawn
		ABR
		Checked
		DJG
		Date
		AS NOTED
		Scale
		AS NOTED
		Sh. no.
		2R

**LAMOUREUX & DICKINSON**  
 Consulting Engineers, Inc.  
 14 Morse Drive  
 Essex Junction, VT 05452  
 Tel: 802-878-4450



New 18" PE out = 498.4 (Replaces exist. 12"; Ditch to be regraded for 80 lf @ S=-0.020)



New Grass Swale, 70 lf @ s=0.01

18" PE x 105 lf, S=0.005

New CB #1, Top= 502.3, 18" PE In= 499.1, 18" PE Out= 499.0

Typical 4" SDR 35 pvc sewer service, extend 15' onto lot

NEW SMH #2  
STA 12+00 CL  
RIM= 516.85  
8" IN= 507.70  
8" OUT= 507.50

Proposed 3/4" Type 'K' copper water service, extend 15' onto lot

Proposed 8" PVC C-900 waterline, maintain 10' separation to sewer main

Install Silt Fence prior to Construction

15" PE Culvert X 50 LF, S = 0.048, IN = 526.3, OUT = 523.9

NEW SMH #3  
STA 15+00, 5.5' LT  
RIM= 527.50  
8" IN= 518.20  
4" IN= 518.40  
8" OUT= 518.00

Class-3 Wetland

0.36 acres

18" PE x 55 lf, S= 0.007

8" SDR 35 PVC 11+00

22' wide road within 50' wide public right of way

1,550 s.f. Fill Area

8" SDR 35 PVC

Mechanicsville Road

Install Silt Fence prior to Construction

0.34 acres

1,350 s.f. Fill Area

Class 3 Wetland

20' wide utility easement to Lot 2

4" sdr 35 pvc sewer service, S = 1/4" per ft., Clean-Out at S 100', Elev. = 506.5; Clean-Out at 132', Elev. = 507.2

0.33 acres

1" type "K" copper water service for Lot 2 (Maintain 10' to sewer)

0.36 acres

0.33 acres

0.35 acres

10' Wide Easement to Town of Hinesburg for future sidewalk

Proposed Hydrant, extend one (1) length beyond gate valve & provide end cap

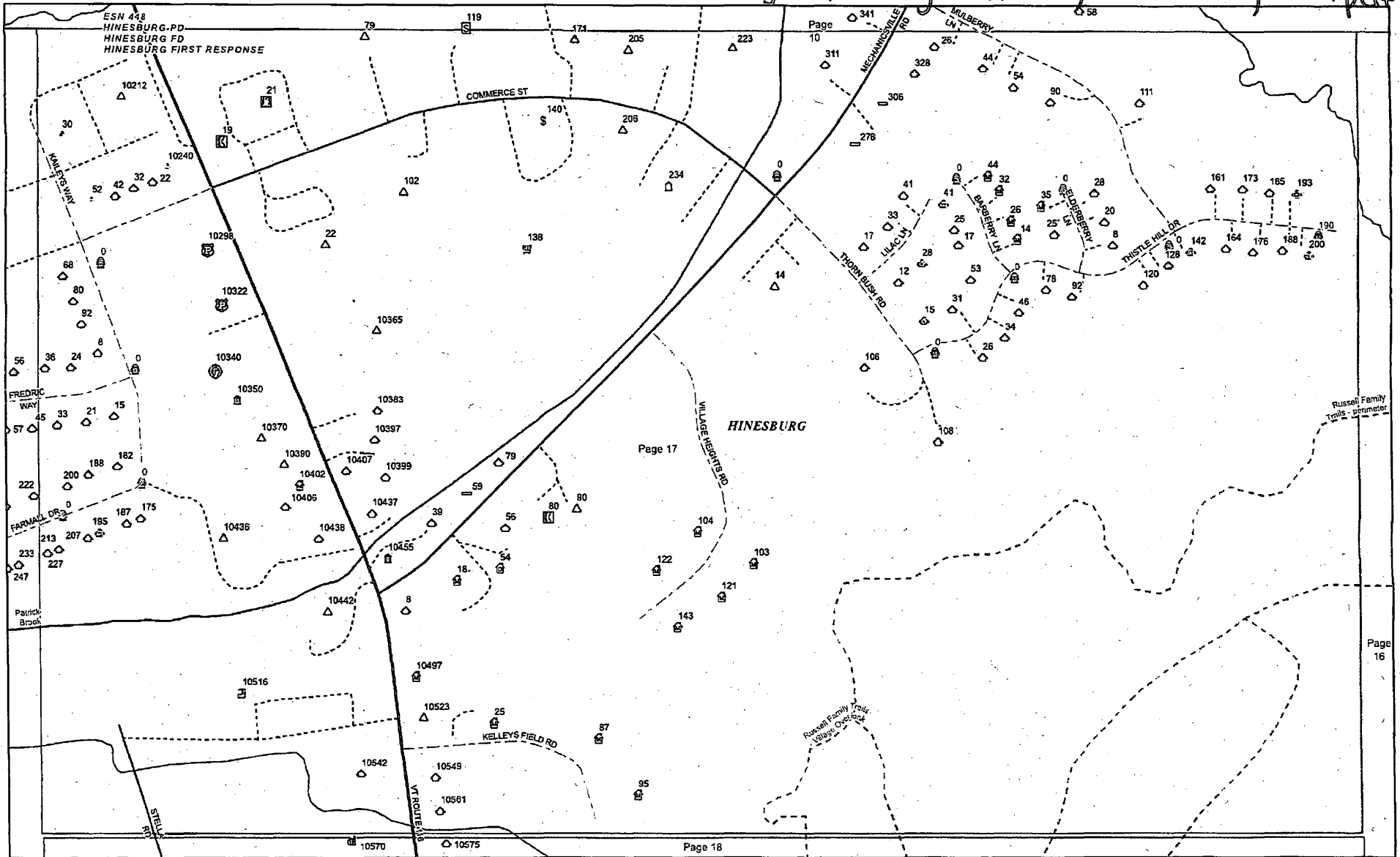
LOT 1 - 6 COMMON LAND 0.70 acres

Provide four (4) lengths of 8" 35 pvc & cap

Woods

Approximate limits of tree cutting

Certificate of Highway Mileage Supporting Doc - Hinesburg 2018.pdf



Thorn Bush Road  
 .09 miles, 500 feet  
 mulberry Lane  
 .16 miles, 860 feet

Page 17  
 Date: 6/19/2017  
 1 in = 200 feet

Total Mileage = .46 miles - Tristle Hill drive  
 = 13,499 inches  
 Thorn Bush + Mulberry + Tristle Hill  
 = .46 miles  
 = 11,125 feet



W  
 S  
 E

Exhibit 2

**CERTIFICATE of COMPLETION and OPENING  
of a HIGHWAY for PUBLIC TRAVEL**

<b>VTrans Use Only</b>	
Certificate Year:	_____
Highway Class:	_____
Town Highway #:	_____
Mileage:	_____

Melissa B. Ross, Town Clerk of the Town of  
(Clerk's Name) (City/Town/Village) (City/Town/Village) of  
Hinesburg, Vermont.  
(City/Town/Village Name)

Pursuant to Title 19, V.S.A., Chapter 7, this is to certify that the following described section of Class \_\_\_\_\_  
(1,2,3 or 4)  
 Highway in the Town of Hinesburg was COMPLETED AND OPENED  
(City/Town/Village) (City/Town/Village Name)  
 FOR PUBLIC TRAVEL on December 15, 2014.  
(Month - Day) (Year)

DESCRIPTION OF RIGHT OF WAY: Thistle Hill Roads  
 (Include road name and intersecting town highway numbers)  
 1. Thorn Bush Rd - Begins at Mechanicsville Rd travels southeasterly  
 2. Thistle Hill Drive - Begins at Thorn Bush Rd travels easterly to a terminus w/a turn-a-  
 3. Mulberry Lane - Begins at Mechanicsville Rd travels southeasterly & intersects  
Thistle Hill Drive  
 and as shown on a Highway Map of the Town of Hinesburg,  
(City/Town/Village) (City/Town/Village Name)  
 dated \_\_\_\_\_, and filed in Book \_\_\_\_\_ on page \_\_\_\_\_ of the Records of  
(Month - Day) (Year) (Book #) (Page #)  
 the \_\_\_\_\_ of \_\_\_\_\_ by the \_\_\_\_\_ Clerk of said \_\_\_\_\_  
(City/Town/Village) (City/Town/Village Name) (City/Town/Village) (City/Town/Village)  
 incorporated herein by reference and attested to on said map by said \_\_\_\_\_ Clerk.  
(City/Town/Village)

Dated at \_\_\_\_\_, County of \_\_\_\_\_ and State of Vermont,  
(City/Town/Village Name) (County Name)  
 this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
(Date - Day) (Date - Month) (Date - Year)

BOARD  
OF  
SELECTMEN,  
ALDERMAN,  
or TRUSTEES

\_\_\_\_\_  
(Selectman/Alderman/Trustee Signature) (Selectman/Alderman/Trustee Signature)  
 \_\_\_\_\_  
(Selectman/Alderman/Trustee Signature) (Selectman/Alderman/Trustee Signature)  
 \_\_\_\_\_  
(Selectman/Alderman/Trustee Signature) (Selectman/Alderman/Trustee Signature)

\_\_\_\_\_  
(Manager/Mayor Signature)  
 and the Manager/Mayor of the City/Town/Village of \_\_\_\_\_  
(City/Town/Village Name)

\*\*\*\*\*

\_\_\_\_\_, VERMONT, \_\_\_\_\_  
(City/Town/Village Name) (Month - Day) (Year)

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS \_\_\_\_\_ HIGHWAY COMPLETED AND OPENED  
(1,2,3 or 4)  
 FOR PUBLIC TRAVEL, RECORDED IN BOOK \_\_\_\_\_ ON PAGE \_\_\_\_\_ OF THE \_\_\_\_\_ RECORDS  
(Book #) (Page #)  
 OF THE \_\_\_\_\_ OF \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
(City/Town/Village) (City/Town/Village Name) (Date - Day) (Date - Month)  
 \_\_\_\_\_, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M.  
(Date - Year) (Time) (A or P)

ATTEST: Melissa B. Ross  
(Clerk's Name)  
 \_\_\_\_\_  
 CLERK OF Hinesburg, VERMONT.  
(City/Town/Village) (City/Town/Village Name)

DRAFT

TOWN OF HINESBURG VT  
SELECTBOARD MEETING  
December 15, 2014

1  
2  
3  
4  
5 Attending the meeting: Jon Trefry; Phil Pouech; Tom Ayer; Andrea Morgante; Trevor Lashua;  
6 Rocky Martin; Joe Duncan; Alex Weinhagen; Melissa Ross; Marie Gardner; John Lyman; Joe  
7 Iadanza; and Maggie Gordon.

8  
9 The meeting was called to order at 7:00 p.m.

10  
11 There were no public comments.

12  
13 There were no additions, deletions, or changes to the posted agenda.

14  
15 Discussion on Preferred Water Treatment Alternative

16 Joe Duncan of Aldrich and Elliott presented the preferred water treatment alternative. The  
17 recommendation is for nanofiltration, which uses specially designed membranes to treat water as  
18 opposed to salt or other chemicals. The discussion will continue, and a public meeting  
19 specifically to discuss treatment scheduled in February.

20  
21 FY16 Budget Presentation – Clerk/Treasurer; Assessor; Planning and Zoning;  
22 Technology; and Administrator

23  
24 Melissa Ross presented the Clerk/Treasurer and associated budgets.

25  
26 Marie Gardner presented the proposed Assessor's department budget. She also talked briefly  
27 about the local farm stabilization contracts.

28  
29 Alex Weinhagen presented the proposed Planning and Zoning and Technology budgets. There  
30 was a discussion about overall current and future staffing needs as part of this discussion.

31  
32 Trevor Lashua presented the Administrator's proposed budget.

33  
34 Bissonette Family Fields – Acceptance of Irrevocable Offer and Easement Deed

35 Phil moved and Tom seconded a motion to accept the irrevocable offer and easement deed as  
36 presented. The motion passed 4-0, with Mike abstaining.

37  
38 Consider Awarding Bid for Ford Ranger (for the sale of)

39 Mike moved and Tom seconded a motion to award the Ford Ranger to Cheryl DeVos of Kimball  
40 Brook Farm in Hinesburg for \$2,100 to be paid by bank check within 72 hours of the award. The  
41 motion passed 5-0.

42  
43 Consider Accepting Mulberry Lane, Thistle Hill, and Thorn Bush as Class 3 Roads

44 Tom moved and Andrea seconded a motion to accept Mulberry Lane, Thistle Hill, and Thorn  
45 Bush, as Class 3 Town roads per 24 V.S.A. § 4463 (c) and the Town of Hinesburg Policy for



DRAFT

46 Consideration of New Town Roads. The decision and order for acceptance of the three Class 3  
47 roads will be signed following review of the Warranty Deed and Property Transfer Tax Return  
48 by the Town's attorney to ensure that the owner has good and marketable title to the roadways.  
49

50 The motion passed 5-0.

51  
52 Town Administrator's Report

53 The Town Administrator's report included an update on the storm and corresponding damage,  
54 the water/wastewater operator's hiring process nearing conclusion; the potential appointment of  
55 a Hinesburg representative to the Champlain Housing Trust board; and whether or not the Board  
56 wished to consider a resolution calling for education funding reform as other municipalities have  
57 done.

58  
59 Selectboard Forum

60 There was brief discussion about a benefit concert on January 9<sup>th</sup> at the Old Lantern in Charlotte  
61 that is a fundraiser for the Bissonette Family Fields.  
62

63 Tom raised the idea of a tree cutting policy, or other mechanisms, to provide clearer guidance on  
64 the maintenance and removal of trees within the Town's road right-of-way. The members  
65 discussed this for a few moments.

66  
67 Warrants

68 Phil moved and Mike seconded, a motion to approve the warrants as submitted, including  
69 payroll, by the Town Treasurer. The motion passed 5-0.  
70

71 Minutes of 12/1/15 and 12/8/15 meetings

72 Andrea moved and Phil seconded a motion to approve the minutes of 12/1/15. Jon suggested  
73 amending the Town Administrator's Report to include the proper tense (edit to reflect the action  
74 taken at the meeting). The motion passed 5-0.  
75

76 Andrea moved and Phil seconded a motion to approve the minutes of 12/8/15. Jon suggested the  
77 same amendments to the Town Administrator's report as the 12/1/15 minutes. The motion passed  
78 5-0.  
79

80 The meeting adjourned at 10:18 p.m.  
81  
82

83 Respectfully submitted,  
84 Trevor M. Lashua, Town Administrator

Hinesburg Cover letter  
Exhibit 4

## HINESBURG HILLSIDE LLC.

4049 Williston Road, Suite 8

South Burlington, VT 05403

Phone: (802) 864-0600, (802) 878-0226

Email: bart@sterlingconstructioninc.com

Email: rbarone@baroneconstruction.com

November 14, 2007

Jeanne Kundell Wilson  
Hinesburg Town Administrator  
P.O. Box 133  
Hinesburg, VT 05461

RE: Thistle Hill documents

Dear Ms. Wilson,

Enclosed please find the legal documents for Thistle Hill. These are the documents approved by the Select Board on November 5, 2007. They are signed, with witness and notary, by both Russ and me. The Irrevocable Offers of Dedication require the signature of a Town official; then for the Irrevocable Offers of Dedication to be recorded on the land records, and the Deeds to be stored for future use.

A check for \$336 is enclosed for the recording of the Irrevocable Offers of Dedication.

Note that the Deeds are signed, witnessed and notarized and include executed Vermont Property Transfer Tax Returns. I have left the "sign here" stickies on so that you can check the signatures more easily.

There are three Irrevocable Offers of Dedication:

1. General IOD for the roads and utilities.
2. Lot 7 IOD for Future Roadway
3. Lot 7 IOD for Primitive Path.

The Deeds are:

1. Thistle Hill Drive
2. Thorn Bush Road
3. Extension of Mulberry Lane
4. Water and Sewer Lines
5. Sidewalks
6. Primitive Path/Trail – Lot 5 and Open Space Lot 6
7. Stormwater
8. Future Roadway – Open Space Lot 6
9. Future Roadway – Lot 7
10. Primitive Oath/Trail – Lot 7

We believe that these documents, along with the mylar that we are delivering to the Planning Office, are the final documents required by the Town approval process. The one exception is the Road Infrastructure Escrow Agreement, which will be executed with the Town prior to the start of construction.

Please let me know if you need anything from us.

Yours,



Bartlett H. Frisbie  
Partner

Hinesburg 100 P. 1-32  
Exhibit 5

**IRREVOCABLE OFFERS OF DEDICATION**

This Agreement is made this 12 day of November, 2007, by and among Mechanicsville, LLC, a Vermont limited liability company with its office in Williston, Vermont, and Hinesburg Hillside, LLC, a Vermont limited liability company with its office in South Burlington, Vermont (the "Owners"), and the Town of Hinesburg, Vermont (the "Municipality").

**WITNESSETH:**

WHEREAS, the Municipality's Development Review Board has approved a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," consisting of two sheets (PL2 and PL3), prepared by Lamoureux & Dickinson, dated December 23, 2005 (Sheet PL2 last revised March 28, 2007, and recorded in Map Slides \_\_\_ and \_\_\_ of the Town of Hinesburg Land Records (together the "Plat"), for the projects commonly known as "Thistle Hill Condominium" and "Thistle Hill Development"; and

WHEREAS, the final approval of the Development Review Board contains a condition that the Owners dedicate to the Municipality:

- a. Certain roadways commonly known and designated as "Thorn Bush Road", "Thistle Hill Drive," and the extension of "Mulberry Lane", together with all improvements located within said roadways' rights of way, easements for access and an easement for a turnaround area on Lot 4 as depicted on the Plat;
- b. Water lines, sewer lines and related appurtenances, including easements for access and a hydrant easement as depicted on the Plat;
- c. The sidewalks throughout the developments commonly known and designated as "Thistle Hill Condominium" and "Thistle Hill Development" as depicted on said Plat;
- d. An easement for the recreation paths/trails located on Lot 5 and Open Space Lot 6 of the Thistle Hill Development as shown on the Plat; and
- e. Easements for the stormwater drainage system and related appurtenances, including easements for drainage swales, the stormwater retention ponds, and slope easements as shown on the Plat, together with easements for access; and
- f. A floating easement for the construction of a future municipal roadway over Open Space Lot 6 to connect to Lavigne Road as shown on the Plat.

WHEREAS, the above-described lands and/or interests therein are to be dedicated to the Municipality free and clear of all encumbrances pursuant to said final approval and final plat; and

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

Box 1623

Burlington, VT

05402-1623

(802) 862-3524

WHEREAS, the Owners have delivered to the Municipality appropriate deeds of conveyance for the above-described lands or interests therein above-described.

NOW, THEREFORE, in consideration of the final approval of the Municipality's Planning Commission and for other good and valuable consideration, it is covenanted and agreed as follows:

1. The Owners herewith deliver to the Municipality deeds of conveyance and easement deeds, unexecuted copies of which are attached hereto as Exhibits A, B, C, D, E and F, said delivery constituting formal offers of dedication to the Municipality, to be held by the Municipality until the acceptance or rejection of such offers of dedication by the legislative body of the Municipality.
2. The Owners agree that said formal offers of dedication are irrevocable and can be accepted by the Municipality in total or individually at any time.
3. This Irrevocable Offers of Dedication shall run with the land and shall be binding upon the Owners and all assigns, grantees, successors and/or heirs of the Owners.

IN THE PRESENCE OF:

Bridget Deste  
Witness

MECHANICSVILLE, LLC

By: [Signature]  
Its duly authorized agent

Bridget Deste  
Witness

HINESBURG HILLSIDE, LLC

By: [Signature]  
Its duly authorized agent

TOWN OF HINESBURG

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At So. Burlington in said County, this 12<sup>th</sup> day of November, 2007, personally appeared Russell Barone, duly authorized agent of Mechanicsville, 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 Mechanicsville, LLC.

Before me   
Notary Public

My commission expires: 2/10/11

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At So. Burlington in said County, this 12<sup>th</sup> day of November, 2007, personally appeared Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, 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 Hillside, LLC.

Before me   
Notary Public

My commission expires: 2/10/11

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Hinesburg in said County, this \_\_\_\_\_ day of November, 2007, personally appeared \_\_\_\_\_ and 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

My commission expires: 2/10/11

IOD Lot 5 and 6 FINAL 11-02-07

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

O. Box 1623  
Burlington, VT

05402-1623

(802) 862-3524

WARRANTY DEED

(Roadway - Thorn Bush Road)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILLE, LLC, a Vermont limited liability company with its office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantor, in the consideration of TEN AND MORE DOLLARS paid to its full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, a strip of land in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

A strip of land fifty (50) feet in width, more or less, commonly known and designated as Thorn Bush Road in the Town of Hinesburg, Vermont, Vermont, shown and depicted as "Thorn Bush Road" on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," Sheet PL2, prepared by Lamoureux & Dickinson, dated December 23, 2005, last revised March 28, 2007, and recorded in Map Slide \_\_\_ of the Town of Hinesburg Land Records (the "Subdivision Plan") Thorn Bush Road begins at the easterly sideline of Mechanicsville Road and terminates at the southwesterly sideline of Lot 6 as shown on said Subdivision Plan.

The lands and premises conveyed herein are a portion only of the lands and premises conveyed by the following deeds:

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

This conveyance is subject to the rights of Grantors, their successors and assigns, to place additional utilities within the roadway right of way.

Included herewith for the benefit of Grantee and its successors and assigns, is an easement for access over Lots 1, 2 and 5 as shown on the above-referenced Subdivision Plan, for the purpose of maintaining, repairing, restoring and replacing Thorn Bush Road and all improvements located within the roadway right of way. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to Grantors' lands and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. Grantors' lands shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, state and local land use permits, leases, covenants, restrictions, if any, and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

This Warranty Deed shall act as a bill of sale and does hereby convey any water lines, sewer lines, stormwater lines, storm drainage improvements and appurtenances thereto located within the Thorn Bush Road right of way, except for the water and sewer lines connecting residential buildings to the main water and sewer lines. Said residential building sewer lines and the portions of the residential building water lines between the curb stops and the residences shall remain the property of the Grantors, their successors and assigns.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC, and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensealing of these presents the Grantors are the sole owners of the premises and have good right and title to convey the same in the manner aforesaid, and that they are FREE FROM EVERY

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P. Box 1623  
Burlington, VT

05402-1623

(802) 862-3524



ENCUMBRANCE except as aforesaid; and Grantors hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, said Grantors have caused this Warranty Deed to be executed this \_\_\_\_\_ day of November, 2007.

IN THE PRESENCE OF:

MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

IN THE PRESENCE OF:

HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

THORN BUSH ROAD deed FINAL 11-02-07.wpd

WARRANTY DEED

(Roadway - Thistle Hill Drive)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILL, LLC, a Vermont limited liability company with its office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantor, in the consideration of TEN AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, a strip of land in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

A strip of land fifty (50) feet in width, more or less, commonly known and designated as Thistle Hill Drive in the Town of Hinesburg, Vermont, Vermont, shown and depicted as "Thistle Hill Drive" on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," Sheet PL2, prepared by Lamoureux & Dickinson, dated December 23, 2005, last revised March 28, 2007, and recorded in Map Slide \_\_\_ of the Town of Hinesburg Land Records (the "Subdivision Plan") Thistle Hill Drive begins at a point in the southeasterly sideline of Thorn Bush Road and terminates at the westerly sideline of Lot 6 as shown on said Subdivision Plan.

The lands and premises conveyed herein are a portion only of the lands and premises conveyed by the following deeds:

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

854-02-1623

(802) 867-3524

This conveyance is subject to the rights of Grantors, their successors and assigns, to place additional utilities within the roadway right of way.

Included with this conveyance is an easement, 32 feet by 70 feet, more or less, located northerly of the northerly sideline of Thistle Hill Drive at the terminus of Thistle Hill Drive for use as a turnaround area, shown as "PROPOSED TURN-AROUND EASEMENT TO THE TOWN OF HINESBURG" on the Subdivision Plan.

Included herewith for the benefit of Grantee and its successors and assigns, is an easement for access over Lots 2, 3, 4, 5 and 6 as shown on the above-referenced Subdivision Plan, for the purpose of maintaining, repairing, restoring and replacing Thistle Hill Drive, the turnaround area easement, and all improvements located within the roadway right of way and turnaround easement area. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to Grantors' lands and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. Grantors' lands shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, state and local land use permits, leases, covenants, restrictions, if any, and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

This Warranty Deed shall act as a bill of sale and does hereby convey any water lines, sewer lines, stormwater lines, storm drainage improvements and appurtenances thereto located within the Thistle Hill Drive right of way, except for the water and sewer lines connecting residential buildings to the main water and sewer lines. Said residential building sewer lines and the portions of the residential building water lines between the curb stops and the residences shall remain the property of the Grantors, their successors and assigns.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC, and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

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the ensembling of these presents the Grantors are the sole owners of the premises and have good right and title to convey the same in the manner aforesaid, and that they are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and Grantors hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, said Grantors have caused this Warranty Deed to be executed this \_\_\_\_\_ day of November, 2007.

IN THE PRESENCE OF:

MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

IN THE PRESENCE OF:

HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

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Burlington, VT

85402-1623

(802) 862-3524

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2007, \_\_\_\_\_, duly authorized agent of Hinesburg Hillside, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside, LLC.

Before me, \_\_\_\_\_

Notary Public

My Commission Expires: 02/10/11

THISTLE HILL DRIVE deed FINAL 11-02-07.wpd

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

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(802) 862-3524

WARRANTY DEED

(Roadway - Extension of Mulberry Lane)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILL, LLC, a Vermont limited liability company with its office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantor, in the consideration of TEN AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, a strip of land in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

A strip of land fifty (50) feet in width, more or less, commonly known and designated as a newly constructed extension of Mulberry Lane in the Town of Hinesburg, Vermont, Vermont, shown and depicted as "Mulberry Lane Extension" on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," Sheet PL2, prepared by Lamoureux & Dickinson, dated December 23, 2005, last revised March 28, 2007, and recorded in Map Slide \_\_\_ of the Town of Hinesburg Land Records (the "Subdivision Plan") Being that portion of Mulberry Lane which begins at the southerly edge of the existing Mulberry Lane roadway and terminates at the northwesterly sideline of the newly constructed Thistle Hill Drive as shown on said Subdivision Plan.

The lands and premises conveyed herein are a portion only of the lands and premises conveyed by the following deeds:

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

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Burlington, VT

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(802) 862-3524

This conveyance is subject to the rights of Grantors, their successors and assigns, to place additional utilities within the roadway right of way.

Included herewith for the benefit of Grantee and its successors and assigns, is an easement for access over Lots 3 and 4 as shown on the above-referenced Subdivision Plan, for the purpose of maintaining, repairing, restoring and replacing the extension of Mulberry Lane and all improvements located within the roadway right of way. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to Grantors' lands and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. Grantors' lands shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, state and local land use permits, leases, covenants, restrictions, if any, and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

This Warranty Deed shall act as a bill of sale and does hereby convey any water lines, sewer lines, stormwater lines, storm drainage improvements and appurtenances thereto located within the right of way for the extension of Mulberry Lane, except for the water and sewer lines connecting residential buildings to the main water and sewer lines. Said residential building sewer lines and the portions of the residential building water lines between the curb stops and the residences shall remain the property of the Grantors, their successors and assigns.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC, and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensembling of these presents the Grantors are the sole owners of the premises and have good right and title to convey the same in the manner aforesaid, and that they are FREE FROM

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

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EVERY ENCUMBRANCE except as aforesaid; and Grantors hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, said Grantors have caused this Warranty Deed to be executed this \_\_\_\_ day of November, 2007.

IN THE PRESENCE OF: MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_ day of November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

IN THE PRESENCE OF: HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_ day of November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 562-3824



EASEMENT DEED

(Water and Sewer Lines)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILLE, LLC, a Vermont limited liability company with its office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, and Grantors, in consideration of ONE AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents does hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, perpetual easements over and through lands of the Grantors located in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

Easements in perpetuity for the purpose of installing, repairing, maintaining, restoring and/or replacing water lines, sewer lines, hydrants, and all appurtenances thereto, on, under and through lands and premises depicted as Lots 1, 2, 3, 4 and 5, and the subdivision roadways on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," Sheet PL2, prepared by Lamoureux & Dickinson, dated December 23, 2005, last revised March 28, 2007, and recorded in Map Slide \_\_\_ of the Town of Hinesburg Land Records (the "Subdivision Plan"). The easements areas shall be substantially as depicted on the Subdivision Plan, with the final locations to be determined by the locations of the water and sewer lines and related appurtenances, as constructed.

Reference is also made to a site plan entitled "Hinesburg Hillside, LLC, Mechanicsville Road, Hinesburg, VT, Overall Site Plan" consisting of \_\_\_ sheets, prepared by Lamoureux & Dickinson, dated March 17, 2006, last revised November 6, 2006, and recorded in Map Slides \_\_\_\_\_ of the Town of Hinesburg Land Records (the "Site Plan").

The lands and premises burdened by the easements granted herein (the "Encumbered Premises") are a portion only of the lands and premises conveyed by the following deeds:

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Attorneys  
P.O. Box 1623

Burlington, VT  
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(802) 862-3524

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_\_ at Page \_\_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

Included with the aforesaid easement, for the benefit of Grantee and its successors and assigns, is an easement over the Encumbered Premises for the purpose of maintaining, repairing, restoring and replacing the water lines, sewer lines, hydrants and related appurtenances. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to the Encumbered Premises and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. The Encumbered Premises shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage.

Grantors; their successors and assigns, shall have the right to make use of the surface of the land subject to the easements granted herein, such as shall not be inconsistent with the use of the easements by Grantee, but specifically shall place no structures, landscaping or other improvements within said easements which shall prevent or interfere with Grantee's ability to exercise its rights granted hereunder.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, state and local land use permits, leases, covenants, restrictions, if any, and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

This Easement Deed shall act as a bill of sale and does hereby convey the main water lines, valves and fire hydrants, as well as the portions of the residential building connections from the main line to and including the curb stops. Specifically excluded are the portions of the residential building connections between the curb stops and the residences. This Easement Deed also conveys the main sewer lines and manholes, but the owners of the residential buildings shall retain ownership of the lines connecting the buildings to the main lines. Grantors, their successors and assigns, and Grantee, its successors and assigns, shall be responsible for maintenance of the components in their respective ownership.

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

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Wilmington, VT

05402-1623

(802) 862-3524

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensealing of these presents the Grantors are the sole owners of the premises subject to the easements and have good right and title to convey the easements in the manner aforesaid, and that the easement areas are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and Grantors hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, said Grantors have caused this Easement Deed to be executed this \_\_\_\_ day of November, 2007.

IN THE PRESENCE OF:

MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_ day of November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_

Notary Public

My Commission Expires: 02/10/11

IN THE PRESENCE OF:

HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Its duly authorized agent

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of  
November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC,  
personally appeared, and he acknowledged this instrument, by him sealed and  
subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside,  
LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

LOT 7 WATER and SEWER easement FINAL 11-02-07.wpd

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

PO Box 1623

Barre, VT

05402-1623

(802) 862-3524

EASEMENT DEED

(Sidewalks)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILLE, LLC, a Vermont limited liability company with its office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantors, in consideration of ONE AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, perpetual easements over and through lands of the Grantors located in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

Easements in perpetuity for the purpose of installing, repairing, maintaining, restoring and/or replacing existing sidewalks on, under and through lands and premises commonly known and designated as the Thistle Hill Condominium and Thistle Hill Development, said lands and premises being depicted as Lots 1, 2, 3, 4 and 5 on a as shown as shown on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," consisting of two sheets (PL2 and PL3), prepared by Lamoureux & Dickinson, dated December 23, 2005 (Sheet PL2 last revised March 28, 2007, and recorded in Map Slides \_\_\_ and \_\_\_ of the Town of Hinesburg Land Records (together the "Subdivision Plan"). The final locations and size of the easements shall be determined by the locations and size of the sidewalks as constructed.

The lands and premises burdened by the easements granted herein (the "Encumbered Premises") are a portion only of the lands and premises conveyed by the following deeds:

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

COLLINS,  
McMAHON, &  
BARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

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Included with the aforesaid easement, for the benefit of Grantee and its successors and assigns, is an easement over the Encumbered Premises for the purpose of maintaining, repairing, restoring and replacing the sidewalks. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to the Encumbered Premises and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. The Encumbered Premises shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage.

Grantors, their successors and assigns, shall have the right to make use of the surface of the land subject to the easements granted herein, such as shall not be inconsistent with the use of the easements by Grantee, but specifically shall place no structures, landscaping or other improvements within said easements which shall prevent or interfere with Grantee's ability to exercise its rights granted hereunder.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, state and local land use permits, leases, covenants, restrictions, if any, and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensealing of these presents the Grantors are the sole owners of the premises subject to the easements and have good right and title to convey the easements in the manner aforesaid, and that the easement areas are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and Grantors

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McMAHON, &  
HARRIS, P.L.L.C.

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Burlington, VT

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hereby engage to WARRANT AND DEFEND the same against all lawful claims  
whatever, except as aforesaid.

IN WITNESS WHEREOF, said Grantors have caused this Easement Deed to be  
executed this \_\_\_\_\_ day of November, 2007.

IN THE PRESENCE OF: MECHANICSVILLE, LLC

By: \_\_\_\_\_  
Its duly authorized agent

\_\_\_\_\_  
Witness

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of  
November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC,  
personally appeared, and he acknowledged this instrument, by him sealed and  
subscribed, to be his free act and deed and the free act and deed of Mechanicsville,  
LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

IN THE PRESENCE OF: HINESBURG HILLSIDE, LLC

By: \_\_\_\_\_  
Its duly authorized agent

\_\_\_\_\_  
Witness

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of  
November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC,  
personally appeared, and he acknowledged this instrument, by him sealed and  
subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside,  
LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

EASEMENT DEED

(Primitive Path/Trail – Lot 5 and Open Space Lot 6)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILLE, LLC, a Vermont limited liability company with an office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantors, in consideration of ONE AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, perpetual easements over and through lands of the Grantors located in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

A perpetual 15-foot wide easement for each of four primitive trails, in common with others, over Lot 5 and Open Space Lot 6 as shown on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," consisting of two sheets (PL2 and PL3), prepared by Lamoureux & Dickinson, dated December 23, 2005 (Sheet PL2 last revised March 28, 2007; and recorded in Map Slides \_\_\_ and \_\_\_ of the Town of Hinesburg Land Records (together the "Subdivision Plan"). Said easements are depicted as "PROPOSED 15' WIDE EASEMENT TO THE TOWN OF HINESBURG FOR A PRIMITIVE TRAIL (TYP)" on the Subdivision Plan.

The lands and premises burdened by the easements granted herein (the "Encumbered Premises") are a portion only of the lands and premises conveyed by the following deeds:

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

O. Box 1623

Burlington, VT

5402-1623

(802) 862-3524



2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

Each of the primitive trails shall be established by Grantors substantially in the locations as depicted on the Subdivision Plan, with the final location of the easements to be centered on the center line of the path/trail as established.

Said easement shall be used by the general public as a primitive path/trail subject to the condition that NO motorized traffic, including but not limited to, motorcycles, all terrain vehicles, trail bikes and snowmobiles, shall be allowed to use the path/trail, except motorized vehicles used by Grantors or the Grantee, or their agents, for the purpose of establishing, maintaining, repairing, restoring and replacing the path/trail.

By acceptance of this Easement Deed, Grantee, for itself and its successors and assigns, covenants and agrees that after the trail's initial establishment, Grantee shall maintain, repair, restore and/or replace the path/trail at its sole cost and expense, subject to State and local permits.

Included with the aforesaid easement, for the benefit of Grantee and its successors and assigns, is an easement over the Encumbered Premises for the purpose of maintaining, repairing, restoring and placing the path/trail. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to the Encumbered Premises and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. The Encumbered Premises shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage. The Grantee shall maintain the path/trail in substantially the same condition as existed on the date of recording of this Easement Deed. If the Grantee, its successors and assigns, fail to adequately and timely maintain/repair the primitive path/trail, after written notice to Grantee, its successors and assigns, Grantors, their successors and assigns, may perform such maintenance, repair, restoration or replacement as is necessary to restore the path/trail as nearly as practicable to the condition that existed at the time of recording of this Easement Deed, at Grantee's sole cost and expense.

The within Grantors, their successors and assigns, shall have the right to make use of the surface of the easements herein such as shall not be inconsistent with the purpose of said easements, but specifically shall place no structures, landscaping or other improvements within said easement areas which shall prevent or interfere with the within Grantee's ability to use said easements.

The Grantors' right to develop the Encumbered Premises shall not otherwise be affected by the grant of the easements herein.

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

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By its recording of this Easement Deed, Grantee agrees, for itself and its successors and assigns, that it will indemnify, hold harmless and fully reimburse Grantors, their successors and assigns, for any costs and expenses (including attorneys' fees and costs) which Grantors may incur in regard to the defense of any claims or the payment of any damages, judgments or decrees relating to any injury or damage resulting from the public use of said primitive path/trail attributable to the design, layout, condition or construction of the improvements on said easement and right of way, except to the extent that the damages or injury claimed is attributable to acts of the Grantors, their successors and assigns. Grantee, its successors and assigns, shall at all times maintain commercial liability insurance in commercially reasonable amounts and limits to cover the easement granted hereunder. Furthermore, Grantors, and their successors and assigns, shall be named as an additional insured on Grantee's insurance policy.

Grantee, by the recording of this Easement Deed, acknowledges that the primitive path/trail and easement have been donated to the Town, at no cost to the Town, with the intent that the Grantors shall receive the full benefits and protection of 19 V.S.A. § 2309 and 12 V.S.A. § 5793, as the same may be amended from time to time.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensembling of these presents the Grantors are the sole owners of the premises subject to the easements and have good right and title to convey the easements in the manner aforesaid, and that the easement areas are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and Grantors hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

O. Box 1623

Burlington, VT

05402-1623

(802) 862-3324

IN WITNESS WHEREOF, said Grantors have caused this Easement Deed to be executed this \_\_\_\_\_ day of November, 2007.

IN THE PRESENCE OF: MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

IN THE PRESENCE OF: HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

LOTS 5 and 6 PATH easement FINAL 11-02-07

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

EASEMENT DEED

(Stormwater)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILLE, LLC, a Vermont limited liability company with its office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantors, in consideration of ONE AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, perpetual easements over and through lands of the Grantors located in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

Easements in perpetuity for the purpose of installing, repairing, maintaining, restoring and/or replacing a stormwater drainage system, including but not limited to, culverts, pipings, catch basins, storm drains, drainageways, swales, two stormwater detention ponds, and all appurtenances thereto, on, under and through lands and premises commonly known and designated as the Thistle Hill Condominium and Thistle Hill Development, said lands and premises being depicted as Lots 1, 2, 3, 4 and 5, and the subdivision roadways on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," Sheet PL2, prepared by Lamoureux & Dickinson, dated December 23, 2005, last revised March 28, 2007, and recorded in Map Slide \_\_\_ of the Town of Hinesburg Land Records (the "Subdivision Plan").

The easements areas shall be substantially as depicted on the Subdivision Plan, with the final locations to be determined by the locations of the stormwater drainage improvements and related appurtenances, as constructed.

The lands and premises burdened by the easements granted herein (the "Encumbered Premises") are a portion only of the lands and premises conveyed by the following deeds:

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records; and
3. Warranty Deed to Mechanicsville, LLC from Dennis J. Patricio, Sarah E. Dolbeck and Christopher Murphy, Maureen B. Leahy and Matthew T. Vinci, Adam Peterson and Kate Suskin, Heather A. Schab and Joshua B. Brown, and Kenneth Cudney and Jamie Ciardelli (owners of Lots 1-6 of the Mulberry Lane Development) dated as of \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records (conveying a 12,500 sq. ft. parcel on which Stormwater Pond #2 is to be constructed, together with an easement for a 50' x 76' drainage swale on other common land of the Mulberry Lane Development).

This conveyance is subject to State of Vermont Stormwater Discharge Permit No. \_\_\_\_\_ dated \_\_\_\_\_, 2007, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records.

Included with the aforesaid easement, for the benefit of Grantee and its successors and assigns, is an easement over the Encumbered Premises for the purpose of maintaining, repairing, restoring and replacing the stormwater drainage system, including the two stormwater ponds and related appurtenances. Following repairs or maintenance within the rights-of-way of Thistle Hill Drive, Thorn Bush Road and the extension of Mulberry Lane, the Encumbered Premises shall be restored by, and at the sole cost of, Grantee, its successors and assigns, as nearly as practicable to their previous condition within a reasonable time following such damage.

Grantors, their successors and assigns, shall be responsible for maintaining all portions of the stormwater drainage system located outside of the rights-of-way of Thorn Bush Road, Thistle Hill Drive and the extension of Mulberry Lane. If the Grantors, their successors and assigns, fail to adequately and timely maintain/repair the portions of the stormwater drainage system owned by them, Grantee, its successors and assigns, may, after written notice to Grantors, their successors and assigns, or without written notice in emergency situations, undertake such maintenance, repair, restoration or replacement as is necessary to restore the stormwater drainage system as nearly as practicable to the condition that existed at the time of recording of this Easement Deed, at the sole expense of Grantors, their successors and assigns. In such event, any unnecessary damage to the Encumbered Premises caused by Grantee, its successors and assigns, shall be the sole responsibility and expense of Grantee, its successors and assigns.

Grantors, their successors and assigns, shall have the right to make use of the surface of the land subject to the easements granted herein, such as shall not be inconsistent with the use of the easements by Grantee, but specifically shall place no structures, landscaping or other

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improvements within said easements which shall prevent or interfere with Grantee's ability to exercise its rights granted hereunder.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, state and local land use permits, leases, covenants, restrictions, if any, and rights incident to each of the same as may appear more particularly of record provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

This Easement Deed shall act as a bill of sale and does hereby convey any stormwater lines, stormwater drainage improvements, and all appurtenances thereto located within the rights of way of Thorn Bush Road, Thistle Hill Drive, and the extension of Mulberry Lane.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensembling of these presents the Grantors are the sole owners of the premises subject to the easements and have good right and title to convey the easements in the manner aforesaid, and that the easement areas are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and Grantors hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

Box 1623

Burlington, VT

05402-1623

(802) 862-3524

IN WITNESS WHEREOF, said Grantors have caused this Easement Deed to be executed this \_\_\_\_\_ day of November, 2007.

IN THE PRESENCE OF: MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Russell D. Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

IN THE PRESENCE OF: HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

STORMWATER easement FINAL 11-05-07.wpd

EASEMENT DEED

(Future Roadway - Open Space Lot 6)

KNOW ALL PERSONS BY THESE PRESENTS that MECHANICSVILLE, LLC, a Vermont limited liability company with an office in the Town of Williston, County of Chittenden and State of Vermont, and HINESBURG HILLSIDE, LLC, a Vermont limited liability company with its office in the City of South Burlington, County of Chittenden and State of Vermont, Grantors, in consideration of ONE AND MORE DOLLARS paid to their full satisfaction by the TOWN OF HINESBURG, a Vermont municipality situated in the County of Chittenden and State of Vermont, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee, the TOWN OF HINESBURG, and its successors and assigns forever, a perpetual easement over and through lands of the Grantor located in the Town of Hinesburg, County of Chittenden and State of Vermont, more particularly described as follows, viz:

A perpetual fifty (50) foot wide floating easement, in common with others, over Open Space Lot 6 as stated on a final subdivision plat entitled "Lands of Mechanicsville, LLC, Mechanicsville Road, Hinesburg, VT, 7 Lot Subdivision Plat," consisting of two sheets (PL2 and PL3), prepared by Lamoureux & Dickinson, dated December 23, 2005 (Sheet PL2 last revised March 28, 2007), and recorded in Map Slides \_\_\_ and \_\_\_ of the Town of Hinesburg Land Records (together the "Subdivision Plan"), for construction of a road for use as a municipal roadway. Said easement is described on Sheet PL2 of the Site Plan as follows: "LOT 6 IS PROPOSED TO BE SUBJECT TO A 50' WIDE RIGHT-OF-WAY AND EASEMENT FOR ACCESS AND UTILITIES TO MECHANICSVILLE, LLC AND THE TOWN OF HINESBURG. THE FINAL LOCATION OF THE EASEMENT IS TO BE DETERMINED."

The lands and premises burdened by the easements granted herein (the "Encumbered Premises") are a portion only of the lands and premises conveyed by the following deeds:

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

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1. Warranty Deed to Hinesburg Hillside, LLC from Mechanicsville, LLC dated \_\_\_\_\_, 200\_\_, and recorded in Volume \_\_\_ at Page \_\_\_ of the Town of Hinesburg Land Records; and
2. Warranty Deed to Mechanicsville, LLC from Ernest P. Giroux and Theresa D. Giroux dated October 18, 2002 and recorded on October 22, 2002 in Volume 147 at Page 358 of the Town of Hinesburg Land Records.

Prior to constructing said roadway, Grantee, for itself and its successors and assigns, covenants and agrees that it shall consult with Grantors, their successors or assigns, to determine the most suitable location for the roadway, balancing the needs of both the Grantee and the Grantors. The final location of the easement shall be centered on the center line of the road as constructed.

Included with the aforesaid easement, for the benefit of Grantee and its successors and assigns, is an easement over the Encumbered Premises for the purpose of maintaining, repairing, restoring and replacing the roadway. By acceptance of this Deed, Grantee, for itself and its successors and assigns, agrees to repair any damage caused to the Encumbered Premises and to any vegetation, landscaping or other improvements located thereon, in Grantee's exercise of its rights hereunder. The Encumbered Premises shall be restored as nearly as practicable to their previous condition at the sole cost of Grantee, its successors and assigns, within a reasonable time following such damage.

This conveyance is subject to the rights of Grantors, their successors and assigns, to place utilities within the roadway right of way.

The Grantors' rights to develop the Encumbered Premises shall not otherwise be affected by the grant of the easements herein.

By acceptance of this Deed, Grantee, for itself and its successors and assigns, acknowledges that Open Space Lot 6 adjoins Lot 7 as shown on the above-referenced Plan(s). Lot 7 contains an "Agricultural Restricted Area" as shown on the Site Plan. Nothing stated herein shall restrict the "right to farm" covenant benefiting Lot 7.

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

TO HAVE AND TO HOLD said granted premises, with all of the privileges and appurtenances thereof, to the Grantee, TOWN OF HINESBURG, and its successors and

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assigns, to their own use and behoof forever; and the Grantors, MECHANICSVILLE, LLC and HINESBURG HILLSIDE, LLC, for themselves and their successors and assigns, do covenant with the Grantee, TOWN OF HINESBURG, its successors and assigns, that until the ensembling of these presents the Grantors are the sole owners of the premises subject to the easements and have good right and title to convey the easements in the manner aforesaid, and that the easement areas are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and Grantors hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, said Grantors have caused this Easement Deed to be executed this \_\_\_\_\_ day of November, 2007.

IN THE PRESENCE OF:

MECHANICSVILLE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Russell Barone, duly authorized agent of Mechanicsville, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mechanicsville, LLC.

Before me, \_\_\_\_\_

Notary Public

My Commission Expires: 02/10/11

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

85402-1623

(802) 862-3524

IN THE PRESENCE OF:

HINESBURG HILLSIDE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State, this \_\_\_\_\_ day of November, 2007, Bartlett Frisbie, duly authorized agent of Hinesburg Hillside, LLC, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Hinesburg Hillside, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

LOTS 6 ROAD floating easement FINAL 11-02-07.wpd

COLLINS,  
McMAHON, &  
HARRIS, P.L.L.C.

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Town Accept roads  
Exhibit 6

Bart Frisbie

---

**From:** Bart Frisbie <bart@sterlingconstructioninc.com>  
**Sent:** Tuesday, December 16, 2014 1:08 PM  
**To:** 'Gail Cobleigh-Webb'; THWHOAGmail.com  
**Subject:** FW: Town acceptance of streets

HOA's,

The Town officially voted last night to take over the 3 Thistle Hill roads (Thorn Bush, Thistle Hill Drive and Mulberry Lane).

Bart

Bart Frisbie  
Sterling Construction Inc  
[www.sterlingconstructioninc.com](http://www.sterlingconstructioninc.com)  
802-864-0600



Please note our new office address: 1037 Hinesburg Road, South Burlington.

**From:** Trevor Lashua [mailto:tlashua@hinesburg.org]  
**Sent:** Tuesday, December 16, 2014 11:27 AM  
**To:** Bart  
**Subject:** Town acceptance of streets

Hi Bart,

The Board voted to accept the three streets last night, 5-0.

Regards,  
-T

--  
Trevor Lashua | Hinesburg Town Administrator  
10632 VT Route 116, Hinesburg VT 05461  
[tlashua@hinesburg.org](mailto:tlashua@hinesburg.org) | 802.482.2281 ext. 221

*Notice - Under Vermont's Open Records law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made*