

CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2017

Fill out form, make and file copy with the Town Clerk, and mail ORIGINAL, before February 20, 2017 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 RUTLAND TOWN in RUTLAND 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.

Table with 6 columns: Town Highways, Previous Mileage, Added Mileage, Subtracted Mileage, Total, Scenic Highways. Rows include Class 1, Class 2, Class 3, State Highway, Total, Class 1 Lane, Class 4, and Legal Trail.

\* 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.

totals checked by
K. Grimaldi
2/03/2017

- 1. NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".
2. DISCONTINUED: Please attach SIGNED copy of proceedings (minutes of meeting).
3. RECLASSIFIED/REMEASURED: Please attach SIGNED copy of proceedings (minutes of meeting).
4. SCENIC HIGHWAYS: Please attach a copy of order designating/discontinuing Scenic Highways.

+0.408 mi State Highway US-4 due to town boundary adjustment with West Rutland and remeasurement
10.52 mi CB3 TH-73 opened to public (was private)

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

PART III - SIGNATURES - PLEASE SIGN.

Selectmen/ Aldermen/ Trustees Signatures: x

Handwritten signatures of selectmen/aldermen/trustees.

x T/C/V Clerk Signature:

Handwritten signature of the T/C/V Clerk.

Date Filed:

1-27-17

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL:

Signed copy will be returned to T/C/V Clerk.

APPROVED:

Representative, Agency of Transportation

DATE:

3/30/2017

Received

JAN 30 2017

Policy, Planning & Intermodal  
Development Division

Vermont Statutes Annotated

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

§ 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.

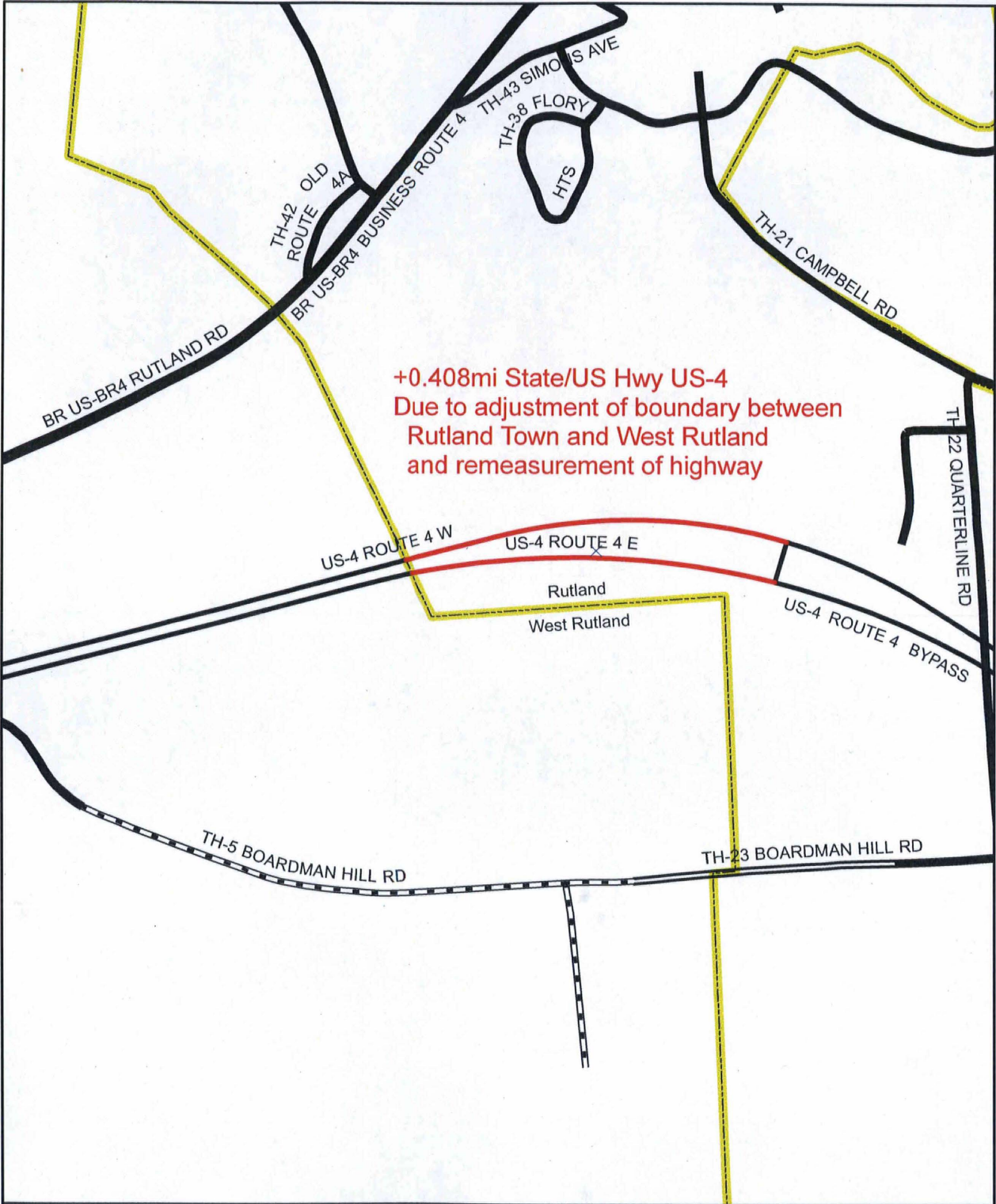
(e) The agency shall not accept any change in mileage until the records required to be filed in the town clerk's office by this section are received by the agency. A request by a municipality to the agency for a change in mileage shall include a description of the affected highway or trail, a copy of 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 – <http://legislature.vermont.gov/statutes/section/19/003/00305>

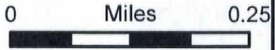
December 2016

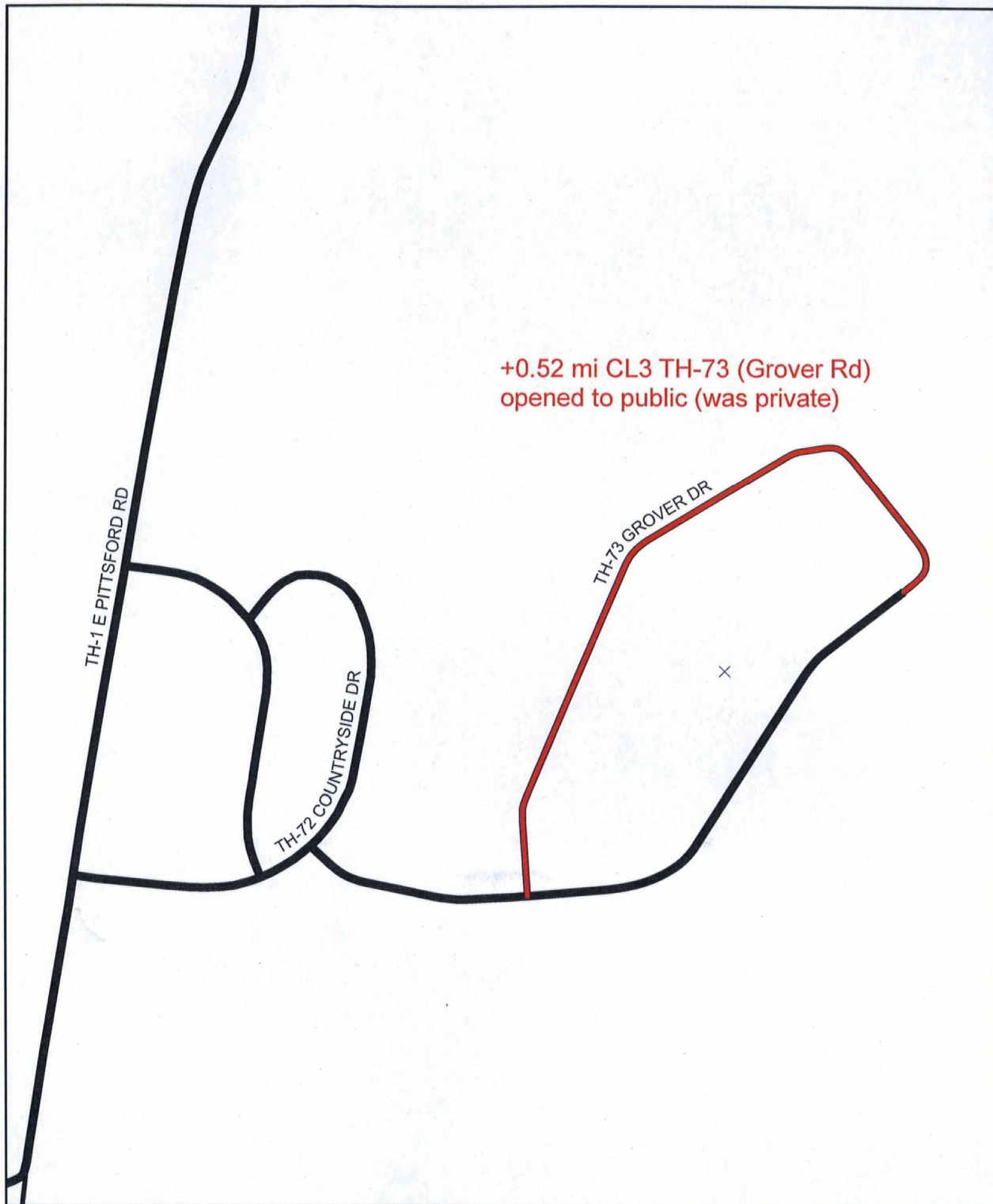


**+0.408mi State/US Hwy US-4**  
 Due to adjustment of boundary between  
 Rutland Town and West Rutland  
 and remeasurement of highway

**Mileage Certificate Change 2017**  
**RUTLAND TOWN**  
 (CTCODE: 1119)

Mapping Section  
 Division of Policy, Planning and Intermodal Development  
 Vermont Agency of Transportation - March 2017





+0.52 mi CL3 TH-73 (Grover Rd)  
opened to public (was private)

**Mileage Certificate Change 2017**  
**RUTLAND TOWN**  
(CTCODE: 1119)

Mapping Section  
Division of Policy, Planning and Intermodal Development  
Vermont Agency of Transportation - March 2017

0 Miles 0.1



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

**VTrans Use Only**  
Certificate Year: \_\_\_\_\_  
Highway Class: \_\_\_\_\_  
Town Highway #: \_\_\_\_\_  
Mileage: \_\_\_\_\_

Kirsten Hathaway, Town Clerk of the Town of \_\_\_\_\_  
(Clerk's Name) (City/Town/Village) (City/Town/Village)  
Rutland, 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 3  
Highway in the Town of Rutland was COMPLETED AND OPENED  
(City/Town/Village) (City/Town/Village Name) (1,2,3 or 4)  
FOR PUBLIC TRAVEL on May 31, 2016.  
(Month - Day) (Year)

DESCRIPTION OF RIGHT OF WAY:  
(Include road name and intersecting town highway numbers)  
0.52 mile extension of TH#73, Grover Drive

and as shown on a Highway Map of the Town of Rutland,  
(City/Town/Village) (City/Town/Village Name)  
dated June 15 (VTrans map), 2015, and filed in Book 191 on page 68 of the Records of  
(Month - Day) (Year) (Book #) (Page #)  
the Town of Rutland by the Town Clerk of said Town  
(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 Town Clerk.  
(City/Town/Village)

Dated at Town of Rutland, County of Rutland and State of Vermont,  
(City/Town/Village Name) (County Name)

\* this 23 day of January, A.D., 2017.  
(Date - Day) (Date - Month) (Date - Year)

BOARD  
OF  
SELECTMEN,  
ALDERMAN,  
or TRUSTEES

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

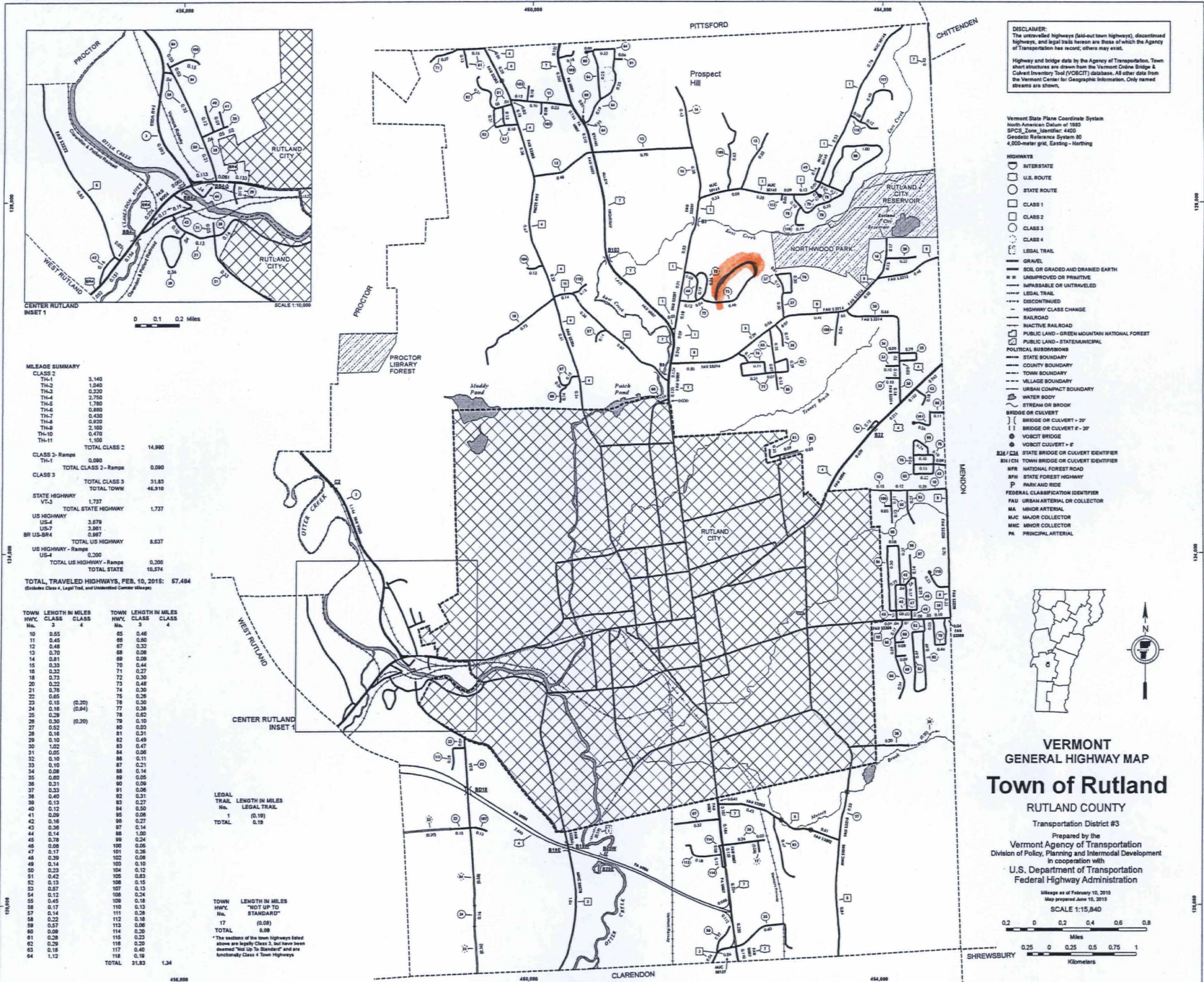
\_\_\_\_\_  
(Manager/Mayor Signature)  
and the Manager/Mayor of the City/Town/Village of \_\_\_\_\_  
(City/Town/Village Name)

\*\*\*\*\*

Rutland Town, VERMONT January 27, 2017  
(City/Town/Village Name) (Month - Day) (Year)

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
(1,2,3 or 4)  
FOR PUBLIC TRAVEL, RECORDED IN BOOK 191 ON PAGE 68 OF THE Land RECORDS  
(Book #) (Page #)  
OF THE Town OF Rutland ON THE 8 DAY OF June,  
(City/Town/Village) (City/Town/Village Name) (Date - Day) (Date - Month)  
2016, AT 10:20 O'CLOCK, A.M.  
(Date - Year) (Time) (A or P)

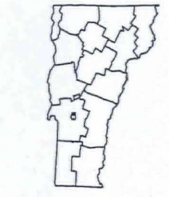
ATTEST: Kirsten Hathaway  
(Clerk's Name)  
Town CLERK OF Rutland Town, VERMONT  
(City/Town/Village) (City/Town/Village Name)



**DISCLAIMER:**  
 The untraveled highways (dot-out town highways), discontinued highways, and legal trails herein are those of which the Agency of Transportation has record; others may exist.  
 Highway and bridge data by the Agency of Transportation, Town sheet structure are drawn from the Vermont Online Bridge & Culvert Inventory Tool (VOCBIT) database. All other data from the Vermont Center for Geographic Information. Only named streets are shown.

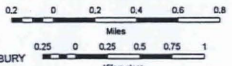
Vermont State Plane Coordinate System  
 North American Datum of 1983  
 NAD83 Zone Identifier 4400  
 Geodetic Reference System 80  
 4,000-meter grid, Easting - Northing

- HIGHWAYS**
- INTERSTATE
  - U.S. ROUTE
  - STATE ROUTE
  - CLASS 1
  - CLASS 2
  - CLASS 3
  - CLASS 4
  - LEGAL TRAIL
  - GRAVEL
  - SOIL OR GRADED AND DRAINED EARTH
  - UNIMPROVED OR PRIMITIVE
  - IMPASSIBLE OR UNTRAVELED
  - LEGAL TRAIL
  - DISCONTINUED
  - HIGHWAY CLASS CHANGE
  - RAILROAD
  - INACTIVE RAILROAD
  - PUBLIC LAND - GREEN MOUNTAIN NATIONAL FOREST
  - PUBLIC LAND - STATE/MUNICIPAL
- POLITICAL SUBDIVISIONS**
- STATE BOUNDARY
  - COUNTY BOUNDARY
  - TOWN BOUNDARY
  - VILLAGE BOUNDARY
  - URBAN COMPACT BOUNDARY
- WATER BODY**
- STREAM OR BROOK
  - BRIDGE OR CULVERT
  - BRIDGE OR CULVERT - 20'
  - BRIDGE OR CULVERT - 20'
  - VOCBIT BRIDGE
  - VOCBIT CULVERT - #
  - STATE BRIDGE OR CULVERT IDENTIFIER
  - TOWN BRIDGE OR CULVERT IDENTIFIER
  - NATIONAL FOREST ROAD
  - STATE FOREST HIGHWAY
  - PARK AND RIDE
- FEDERAL CLASSIFICATION IDENTIFIER**
- FAU URBAN ARTERIAL OR COLLECTOR
  - MA MINOR ARTERIAL
  - MIC MAJOR COLLECTOR
  - MNC MINOR COLLECTOR
  - PA PRINCIPAL ARTERIAL



**VERMONT GENERAL HIGHWAY MAP**  
**Town of Rutland**  
 RUTLAND COUNTY  
 Transportation District #3  
 Prepared by the  
 Vermont Agency of Transportation  
 Division of Policy, Planning and Intermodal Development  
 in cooperation with  
 U.S. Department of Transportation  
 Federal Highway Administration

Mileage as of February 10, 2015  
 Map prepared June 15, 2015  
 SCALE 1:15,840



**MILEAGE SUMMARY**

CLASS 2		
TH-1	3,140	
TH-2	1,040	
TH-3	2,220	
TH-4	2,750	
TH-5	1,780	
TH-6	0,850	
TH-7	0,430	
TH-8	2,150	
TH-9	0,470	
TH-10	1,100	
TH-11	1,100	
<b>TOTAL CLASS 2</b>	<b>14,990</b>	
CLASS 3 - Ramps		
TH-1	0,080	0,090
<b>TOTAL CLASS 3</b>	<b>31,83</b>	
<b>TOTAL TOWN</b>	<b>46,910</b>	
STATE HIGHWAY		
VT-3	1,737	1,737
<b>TOTAL STATE HIGHWAY</b>	<b>1,737</b>	
US HIGHWAY		
US-4	3,870	
US-7	3,961	
BR US-BR4	0,997	
<b>TOTAL US HIGHWAY</b>	<b>8,827</b>	
US HIGHWAY - Ramps		
US-4	0,200	0,200
<b>TOTAL US HIGHWAY - Ramps</b>	<b>0,200</b>	
<b>TOTAL STATE</b>	<b>10,874</b>	
<b>TOTAL TRAVELED HIGHWAYS, FEB. 10, 2015: 57,484</b>		

*(Excludes Class 4, Legal Trail, and Untraveled Center Mileage)*

TOWN HWY.	LENGTH IN MILES CLASS 2	CLASS 4	TOWN HWY.	LENGTH IN MILES CLASS 2	CLASS 4
10	0.55		65	0.46	
11	0.45		66	0.50	
12	0.48		67	0.22	
13	0.70		68	0.08	
14	0.81		69	0.09	
15	0.33		70	0.44	
16	0.22		71	0.27	
17	0.73		72	0.30	
18	0.22		73	0.48	
19	0.78		74	0.29	
20	0.65		75	0.28	
21	0.15 (0.20)		76	0.20	
22	0.18 (0.84)		77	0.38	
23	0.29		78	0.22	
24	0.18 (0.30)		79	0.10	
25	0.30 (0.30)		80	0.53	
26	0.52		81	0.31	
27	0.18		82	0.49	
28	0.10		83	0.07	
29	0.10		84	0.06	
30	0.22		85	0.11	
31	0.05		86	0.21	
32	0.10		87	0.14	
33	0.10		88	0.05	
34	0.09		89	0.09	
35	0.60		90	0.09	
36	0.31		91	0.06	
37	0.33		92	0.31	
38	0.40		93	0.27	
39	0.15		94	0.50	
40	0.12		95	0.08	
41	0.09		96	0.27	
42	0.18		97	0.14	
43	0.38		98	0.24	
44	0.14		99	0.05	
45	0.78		100	0.06	
46	0.08		101	0.28	
47	0.17		102	0.08	
48	0.39		103	0.10	
49	0.14		104	0.12	
50	0.23		105	0.83	
51	0.42		106	0.15	
52	0.13		107	0.13	
53	0.57		108	0.24	
54	0.12		109	0.18	
55	0.45		110	0.13	
56	0.17		111	0.28	
57	0.14		112	0.18	
58	0.23		113	0.08	
59	0.57		114	0.20	
60	0.08		115	0.21	
61	0.28		116	0.20	
62	0.29		117	0.40	
63	0.18		118	0.19	
64	1.12		119	0.19	
			120	0.19	
<b>TOTAL</b>	<b>21.83</b>	<b>1.34</b>			

LEGAL TRAIL LENGTH IN MILES  
 No. LEGAL TRAIL  
 1 (0.19)  
**TOTAL 0.19**

TOWN LENGTH IN MILES  
 HWY. "NOT UP TO STANDARD"  
 No. STANDARD  
 17 (0.08)  
**TOTAL 0.08**  
 \*The outliers of the town highways listed above are legally Class 3, but have been deemed "Not Up To Standard" and are functionally Class 4 Town Highways

## Town Highway/Legal Trails Addition/Reclassification/Discontinuance Checklist

The following includes a checklist of the documentation to be supplied to the Vermont Agency of Transportation (VTrans) when adding / reclassifying / discontinuing highways and trails. The documentation is subject to verification by VTrans.

Check the box  if the information is included as part of the documentation submitted.

A description of the affected highway or trail  
Vt. Stat. Ann. tit. 19, § 305(e)

A current town highway map with the requested deletions and additions sketched on it  
Vt. Stat. Ann. tit. 19, § 305(e)

Minutes of meetings at which the legislative body took action with respect to the changes (include copies of the meeting minutes) Vt. Stat. Ann. tit. 19, § 305(e)

Evidence of written notice to adjoining landowners (include a copy of the newspaper notice and a copy of the letter sent to adjoining landowners)  
Vt. Stat. Ann. tit. 19, § 709

A copy of any surveys of the affected highway or trail  
Vt. Stat. Ann. tit. 19, § 305(e) Vt. Stat. Ann. tit. 19, § 704

---

For Class 3 or Class 4 town highway additions  
A Certificate of Completion and Opening  
While not required by statute, a Certificate of Completion and Opening form is a helpful document for the record.

All records filed with the agency are subject to verification in accordance with 19 V.S.A. § 305 (a) and 19 V.S.A. § 305 (e).

Vermont Agency of Transportation  
Division of Policy, Planning and Intermodal Development, Mapping Section  
1 National Life Drive, Montpelier, VT 05633-5001

**DRAFT  
TOWN OF RUTLAND  
SELECT BOARD**

MINUTES:  
May 31, 2016

Board members present: Josh Terenzini, Mary Ashcroft, John Paul Fagnant, Chris Kiefer-Cioffi, Joe Denardo

Meeting opened at 6:35 P.M. with the Pledge of Allegiance

Errors and Omissions of Board Minutes-May 17, 2016:

Mr. Fagnant moved to approve the May 17, 2016 meeting minutes. Ms. Ashcroft made a second to the motion. Motion passed 4-1. Mr. Denardo abstained from the vote.

Town Plan/Public Hearing:

- Ms. Barbara Pulling, Chair of the Rutland Town Planning Commission gave the Board an overview of the proposed Town Plan and the time line in which it was created. Ms. Pulling cited examples of areas where the Commission changed original designation, made amendments and added View Sheds.
- Ms. Pulling and Mr. Dana Peterson, Vice Chairman of the Rutland Town Planning Commission gave the Board their reasoning behind agricultural and commercial designations.

Mr. Terenzini opened the floor for public comment.

- Mr. Fred Nicholson, alternate to the Rutland Regional Planning Commission was present and said he thinks the proposed Land Use Map doesn't allow for industrial expansion, and that the View Sheds amendment is a back door attempt to get zoning into the Town.
- Town resident Mr. Ed Skwira was present and asked the Commission if the current proposed map is the same as last year and asked what designations have been added. Ms. Pulling and Mr. Peterson cited areas that have been amended. Mr. Skwira asked if cluster housing is permitted. Ms. Ashcroft and Ms. Pulling read sections of the proposed Town Plan regarding cluster housing. Ms. Ashcroft will get clarification on the language.
- Town residents Ms. Kristen McLaughlin and Mr. Pat McLaughlin were present and stated they are not in favor of the Commission's decision to change their property on US Route 7 North and Sugarwood Hill from commercial to R40C.

Mr. Peterson said the R40C designation allows commercial and residential development. Mr. Zingale stated the property in question was a residential property until the Planning Commission changed it to commercial, upon a request from the owner. Mr. Zingale said if the McLaughlin's decided to put a business on their property it would trigger an Act 250 permit. He said the present use of the property has not triggered an Act 250 permit. The



McLaughlin's told the Select Board that the property was commercial when they got a bank loan and purchased the property. The matter was discussed further and Mr. Terenzini said the Board will contact Mr. McLaughlin with a decision.

- Town resident Mr. Don Chioffi suggested the Commission cite the water and sewer lines connections with the Town of Clarendon & the Town of West Rutland in the proposed plan. He also gave other suggestions regarding language and typos.
- Mr. Chioffi presented a "Sensible Road Analysis" to the Board. Mr. Chioffi told the Board that he asked the Planning Commission to make a recommendation regarding reducing the lanes on U.S. Business Route 4.
- Mr. Terenzini adjourned the public hearing on the proposed Town Plan and asked Mr. Zingale what is the next step. Mr. Zingale stated if there are no substantial changes another meeting can be warned.

Questions from the floor/public comment:

- Mr. Chioffi presented the Board with two petitions regarding the Syrian refugee resettlement and the reduction of traffic lanes on U.S. Business Route 4. Mr. Chioffi asked if the Board will be taking an official position on the refugee resettlement.

Mr. Terenzini said the Board has not discussed taking an official position nor will they be taking an official position. Mr. Chioffi cited a letter that Mr. Terenzini wrote, which Mr. Chioffi said give an unfavorable opinion of the work Mr. Chioffi has done to give the Town a voice in the matter.

Mr. Chioffi said Mr. Terenzini should not be writing letters on behalf of the Select Board unless the Board authorizes him to do so. Mr. Terenzini said he did not write the letter on behalf of the Select Board.

- Town resident Mr. Paul Clifford was present and expressed his support for Mr. Chioffi's petition on the refugee resettlement matter.

Old business:

Ms. Ashcroft made a motion to accept Grover Drive as a Town road subject to the following contingencies:

- 1) Mr. Grover's attorney Mr. Karl Anderson provide Town Attorney Mr. Kevin Brown a supplemental title certificate running from the time of the original search up to the date of recording.
- 2) The \$25,000.00 letter of credit securing the Town run three years from the date of June 1, 2016.
- 3) The Mylar be recorded and include today's revision made by Mr. Bronson Spencer.

- 4) Remaining amount for Town Attorney fees be paid.

Mr. Denardo made a second to the motion.

Mr. Fagnant asked Mr. Red Grover and Mr. Anderson if the conditions were acceptable. Mr. Anderson said they accept the conditions. Ms. Ashcroft said there are a number of deeds that need to be recorded as the project affects neighbors, roads and vacant lots.

Mr. Fagnant called the question. Motion passed unanimously.

Town Administrator Mr. Joseph Zingale, Jr. reported:

- 1) Mr. Zingale presented a quote from the Belden Company to replace a manhole cover on Windcrest Road. Mr. Zingale told the Board that the manager of the Clarendon Industrial Park (CIP) is refusing to pay for the cover.

Mr. Zingale said the CIP needs to inspect the manhole four times a year.

Mr. Zingale said the manhole cover is not standard sized and that is why it is covered with asphalt which will have to be removed and refilled four times a year. The Board took no action.

- 2) Mr. Zingale cited a request from Ms. Shirley and Mr. Joe Barnhart to sit down with the Board to discuss their property behind Aldi's, and the Town's proposed Storm Water Project on Randbury Road.

Mr. Zingale told the Board that the Barnhart's want to sell the property and the proposed storm water project has caused one deal to fall through, and other potential buyers are wary. Mr. Zingale suggested the Board invite someone from the Agency of Transportation (AOT) to the meeting. Mr. Fagnant and Ms. Kiefer-Cioffi volunteered to meet with the Barnhart's. Mr. Denardo asked what can be done to start the project. Mr. Zingale said the State has said they would pay to build the project if the Town pays to design the project and then own the project after it is built.

- 3) Mr. Zingale cited a request from Mr. Lenny Montuori to put a child's swing on the property at Cheney Hill. The Board agreed to let Mr. Montuori put his swing on the Cheney Hill Community Center swing set. The Town Road Crew will install the swing.
- 4) Mr. Zingale showed the Board a document regarding proposed zoning in Pittsford. Mr. Zingale said he didn't see anything in the document that would affect the Town of Rutland.
- 5) Mr. Zingale asked the Board permission to purchase a phone Ms. Patty Carbine. Mr. Fagnant made a motion to approve the purchase. Ms. Ashcroft made a second to the motion. Motion passed unanimously.

- 6) Mr. Zingale told the Board that he found the deeds to Town land located in the town of West Rutland. He told the Board that according to the deeds the lots are "School Lease" lots.
- 7) Mr. Zingale informed the Board that Smalley Construction is requesting their final payment for the renovation work at the Town Municipal Office. Mr. Zingale will contact the architect who designed the project to come to the offices and create a punch list. Mr. Denardo suggested the Board look into purchasing a generator rather than installing a batter back-up for the fire alarm. Mr. Terenzini referred the issue to the Building Committee.
- 8) Mr. Zingale thanked Mr. Walt Tripp and Mr. Tom Gallipo for their assistance moving into his new office. Mr. Zingale thanked the Board for making the renovations.

Town Planning Commission Chair Person Ms. Barbara Noyes Pulling reported:

- 1) Mr. Pulling updated the Board on two proposed subdivisions the Commission is currently working on.
- 2) Ms. Pulling asked the Board if they would like input on the proposed US Business Route 4 corridor project between the Town and West Rutland. Ms. Ashcroft said the study is informational and any further movement would come from West Rutland through a zoning change and in the Town through a Town Plan change. Ms. Ashcroft said as the project progresses her Committee will meet with the Commission.

Town Emergency Management Director and Transportation Council Representative Mr. Martin Wasserman reported:

Not present

Town Clerk & Treasurer Ms. Donna Zeller reported:

- 1) Ms. Zeller requested the Department Heads have all outstanding invoices to the Treasurer's office by Friday, June 24, 2016.
- 2) Ms. Zeller stated the deadline for articles for The Circle is Thursday, June 2, 2016.
- 3) Ms. Zeller said that Town Offices will be closed on Monday, July 4, 2016. She said fireworks will start at dusk at Northwood Park and that the rain date is Tuesday July 5, 2016.

- 4) Ms. Zeller told the Board there will be countywide tabulator training by LHS on Wednesday July 6, 2016 from 10:00 A.M.-12:00 P.M. and 1:00 P.M. to 3:00 P.M. After a brief discussion it was decided the training will be held at the Town Municipal offices. Ms. Kiefer-Cioffi asked who is presenting the training. Ms. Zeller stated the training is in conjunction with the LHS Associates who makes the machines and the Secretary of State's Office Elections Division. Ms. Zeller said it is very informative for members of the Board of Civil Authority and Justices of the Peace.
- 5) Ms. Zeller said the Secretary of State's Election Division requires clerks and assistant clerks to go through formal training every two years, and requested the use of the Town Hall on Wednesday, July 27, 2016 from 6:00 P.M. to 8:00 P.M.
- 6) Ms. Zeller said Tuesday, August 9, 2016 is the state primary election.
- 7) Ms. Zeller presented the Board with two petitions filed with the Town Clerk/Treasurer's office, regarding opposition of the refugee resettlement program in the City of Rutland, and the opposition of the traffic changes proposed for Business Rout 4 corridor.

Ms. Zeller gave the Board copies of the Vermont statutes language regarding special meetings, and cited the language. Mr. Faignant made a motion to refer the issue to Town Attorney Mr. Kevin Brown. Ms. Ashcroft made a second to the motion. Ms. Ashcroft asked if there was enough time to get an opinion from Mr. Brown and be able to schedule a special meeting.

Ms. Zeller stated she needs an answer as to whether or not these questions will go on the ballot by July 9, 2016. After some discussion the Board decided to take up the issue as to whether or not these questions are appropriate to go on the ballot at the Tuesday, June 14, 2016, after Mr. Brown gives his opinion. Ms. Kiefer-Cioffi said she has information from the Freedom Information Act regarding refugee resettlement and the contract signed by the City of Rutland. Ms. Kiefer-Cioffi will get that information to Mr. Brown. Mr. Terenzini called for the vote. Motion passed unanimously.

- 8) Mr. Denardo pointed out the language on the petition says the US Business Route 4 project was proposed by AOT and not the Smart Growth Committee. Mr. Faignant said that Mr. Brown will address those issues.
- 9) Ms. Kiefer-Cioffi asked Ms. Zeller about the recent webinar training which Ms. Zeller and Ms. Magee attended via the internet, which caused the Town Clerk/Treasurer's office to be closed for approximately an hour and a half.

Ms. Kiefer-Cioffi asked if that training could have been taken at different times so the office could remain open. Ms. Zeller said that training was offered at only that time.

- 10) Ms. Kiefer-Cioffi asked Ms. Zeller if she recently told a Town resident interested in appealing their taxes not to bother to do so because the Board of Civil Authority won't

reduce her property value. Ms. Zeller said she did not make the statement to a Town resident.

Rutland Town Road Commissioner Byron Hathaway reported:

Mr. Hathaway was not present.

Town Fire Chief Frank Cioffi:

Mr. Cioffi was not present.

Town Representative to the Rutland Planning Commission Mr. Fred Nicholson reported:

Mr. Nicholson was present and had no report.

Rutland Town Police Chief Ed Dumas reported:

- 1) Mr. Dumas explained the "WatchGuard" audio and video system that is used in police cruisers and on the officer when out of the vehicle patrolling. Ms. Ashcroft asked about protocol. Mr. Dumas stated there is a protocol in place on usage in their department, however the State is working on language to be used State wide regarding using the camera system in homes.

Ms. Ashcroft asked if the Town has lost any cases because of the lack of cameras in the cruiser or on the officer. Mr. Dumas said the Town has not lost any cases at this time. Ms. Kiefer-Cioffi stated she has seen cases tossed out in federal court where there is no video back up. Ms. Ashcroft asked if there was money in the budget for the purchase of the cameras.

Mr. Dumas said there is currently \$12,000.00 in the contingency fund and \$14,000.00 in communication fund. Ms. Zeller said The Town Police Department has about \$100,861.32. Mr. Dumas stated the Police Department also needs a new stand-alone desktop for downloading information. Mr. Fagnant made a motion to approve. Ms. Kiefer-Cioffi made a second to the motion. Mr. Fagnant stated the Board will be approving the purchase of three WatchGuard systems with bodycams, two dual band radios and a stand- alone computer totaling \$17,205.00. After some discussion, motion passed unanimously.

Rutland Town Recreation Director Mike Rowe reported:

- 1) Mr. Rowe told the Board that Northwood Pool will be open this weekend June 4-5. He said the pool will open for the season on Saturday, June 11, 2016 until August 28, 2016.
- 2) Mr. Rowe thanked the Board for allowing the Recreation Department to purchase the new pool vacuum.

New Business:

The Board considered the Key Collision of Rutland public sewer allocation request. Mr. Zingale explained the location of the allocation. Mr. Faignant made a motion to approve. Ms. Ashcroft made a second to the motion. After some discussion, motion passed unanimously.

Ms. Ashcroft made a motion to approve being a co-applicant with Shearer Honda and for the Chair to sign. Mr. Denardo made a second to the motion. Motion passed unanimously.

The Board received a Thank You from Mr. Stanley Rhodes, Jr. and family.

The Board reviewed a letter from Treasurer of the Cheney Hill Seniors Mr. Jim Hall informing the Board they will need \$1,500.00 for their 2016-2017 maintenance budgets.

Mr. Faignant made a motion to adjourn. Ms. Ashcroft made a second to the motion. The motion passed unanimously. Meeting adjourned at 8:55 P.M.

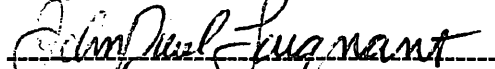
TOWN OF RUTLAND  
SELECT BOARD

Signed June 14, 2016

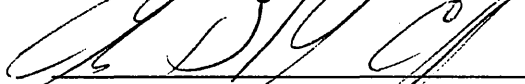
\_\_\_\_\_  
Joshua Terenzini, Chairman



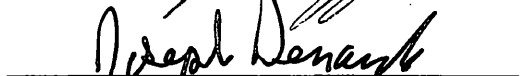
\_\_\_\_\_  
Mary Ashcroft, Clerk



\_\_\_\_\_  
John Paul Fagnant



\_\_\_\_\_  
Chris Kiefer Gioffi



\_\_\_\_\_  
Joe Denardo

Center Rutland, VT.

## Moulton, Sara

---

**From:** Oddy, Kevin  
**Sent:** Thursday, February 04, 2016 11:50 AM  
**To:** Moulton, Sara  
**Subject:** RE: Redacted Items Question

### 1 V.S.A. § 317 (6)

(6) A tax return and related documents, correspondence, and certain types of substantiating forms which include the same type of information as in the tax return itself filed with or maintained by the Vermont Department of Taxes or submitted by a person to any public agency in connection with agency business.

Kevin W. Oddy, Legal Program Administrator  
Vermont Agency of Transportation  
National Life Building  
One National Life Drive  
Montpelier, VT 05633-5001  
(802) 828-2544 (voice) (802) 828-2817 (fax)  
[kevin.oddy@vermont.gov](mailto:kevin.oddy@vermont.gov)  
**Note E-Mail Address Change**

**From:** Moulton, Sara  
**Sent:** Thursday, February 04, 2016 11:45 AM  
**To:** Oddy, Kevin <[Kevin.Oddy@vermont.gov](mailto:Kevin.Oddy@vermont.gov)>  
**Subject:** RE: Redacted Items Question

What statutory citation should I use?

**From:** Oddy, Kevin  
**Sent:** Thursday, February 04, 2016 11:42 AM  
**To:** Moulton, Sara <[Sara.Moulton@vermont.gov](mailto:Sara.Moulton@vermont.gov)>; AOT - Legal <[AOT.Legal@vermont.gov](mailto:AOT.Legal@vermont.gov)>  
**Subject:** RE: Redacted Items Question

Yes tax return numbers do need to be redacted.

Kevin W. Oddy, Legal Program Administrator  
Vermont Agency of Transportation  
National Life Building  
One National Life Drive  
Montpelier, VT 05633-5001  
(802) 828-2544 (voice) (802) 828-2817 (fax)  
[kevin.oddy@vermont.gov](mailto:kevin.oddy@vermont.gov)  
**Note E-Mail Address Change**

**From:** Moulton, Sara  
**Sent:** Thursday, February 04, 2016 11:40 AM



RUTLAND TOWN CLERK'S OFFICE  
Received For Record  
This 8 day of June A D. 20 16  
At 10 o'clock 20 minutes A M and  
Recorded in Rutland Town Land Records in Book 191  
Page 168  
Attest Donna G Fuller Town Clerk

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That MARGARET A. GROVER, of the Town of Rutland, County of Rutland, State of Vermont, Grantor, in the consideration of One and more Dollars paid to our full satisfaction by the TOWN OF RUTLAND, a municipality located in the County of Rutland and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, TOWN OF RUTLAND, and its successors and assigns forever, a certain piece of land in the Town of Rutland, in the County of Rutland, and State of Vermont, described as follows:

Being a portion of the lands and premises conveyed to Lewis E. Grover (now deceased) and Margaret A. Grover by Warranty Deed of Bo-Mac Corporation dated May 25, 1973 and recorded in Book 22 at Page 246 of the Town of Rutland Land Records and being more particularly described as follows:

Beginning at the point, depicted on the survey filed at Slip 27/6 of the Town of Rutland Plat File which shows the portion of Grover Drive previously accepted as TH #73 designated thereon as Point "C" as marking the northwesterly terminus of the right-of-way of the presently accepted portion of Grover Drive, TH #73, which point is further described as being North 51°53' East a distance of 80.4 feet measured along the westerly side of the right-of-way of said TH #73 from the southeasterly corner of Lot 44 of the Grover Subdivision depicted on the survey plat found at Slip 28/11 of the Rutland Town plat file, and proceeding

South 38°07' East a distance of 50.0 feet along the northerly terminus of TH #73 to an iron pipe at the easterly end thereof; thence proceeding

North 51°53' East a distance of 167.5 feet to a point; thence proceeding

North 38°06' West a distance of 487.6 feet to a point; thence proceeding

Along a curve to the left having a radius of 175 feet an arc distance of 255.0 feet to a point; thence proceeding

South 58°23' West a distance of 598.0 feet to a point; thence proceeding

Along a curve to the left having a radius of 225 feet an arc distance of 141 feet to a point; thence proceeding

South 22°29' West a distance of 820.6 feet to a point; thence proceeding

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.  
Return No. 116-47  
Date June 8, 2016  
Clerk Donna G Fuller

Along a curve to the left having a radius of 425 feet an arc distance of 199.8 feet to a point; thence proceeding

South 04°27' East a distance of 173.6 feet to a point in the right-of-way of TH #73; thence proceeding

North 85°35' East along the northerly edge of the right-of-way of TH #73 a distance of 50.0 feet to a point; thence proceeding

North 04°27' West a distance of 173.7 feet to a point; thence proceeding

Along a curve to the right having a radius of 375 feet an arc distance of 176.3 feet to a point; thence proceeding

North 22°29' East a distance of 820.6 feet to a point; thence proceeding

Along a curve to the right having a radius of 175 feet an arc distance of 109.6 feet to a point; thence proceeding

North 58°23' East a distance of 513.2 feet to an iron pipe found at the northwesterly corner of Lot 45 ; thence proceeding continuing

North 58°23' East a distance of 70.0 feet to a point; thence proceeding

North 80°26' East a distance of 120.4 feet to a point; thence proceeding

Along a curve to the right having a radius of 125 feet for an arc distance of 72.1 feet to a point; thence proceeding

South 38°06' East a distance of 377.6 feet to a point; thence proceeding

Along a curve to the right having a radius of 60 feet an arc distance of 94.2 feet to a point; thence proceeding

South 51°53' West a distance of 57.6 feet to the point and place of beginning.

Including in this conveyance is an easement, for the use of the Town of Rutland for highway purposes including, without limitation, utilities, snow storage, ditching and grading along the frontage of Lots 2, 13-18, 31,45 and 46 as shown on the drawing filed at Plat Slip 28/11. The width of this easement shall be 25 feet either side of the centerline of the existing paved road.

Further including two perpetual easements for temporary storage of runoff in two locations, described as follows:

1. Beginning at a point in the easterly edge of pavement of a proposed future road between Lots 2 and 13 of the subdivision plat referred to above, and proceeding Easterly at right angles a distance of 50 feet to a point, thence proceeding Northerly a distance of 60 feet to a point, thence proceeding Westerly a distance of 30 feet to a point in the easterly edge of pavement, thence proceeding Southerly in a straight line a distance of 70 feet to the point and place of beginning.
2. Beginning at a point in the southerly edge of pavement of the road constructed within the right-of-way described above opposite the iron pipe making the northerly end of the property line between Lots #45 and #46, and proceeding Southerly on said lot line and its northerly projection a distance of 75 feet to a point, thence proceeding Easterly a distance of 55 feet to a point, thence proceeding Northerly a distance of 75 feet to a point in the southerly line of said edge of pavement, thence proceeding Westerly along the edge of pavement a distance of 60 feet to the point and place of beginning.

In order to comply with applicable State rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the useful occupancy of that building or structure will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable Rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.

The premises are conveyed subject to, and are benefitted by Permit EC1-1292 series and Land Use Permit IRO172 series.

As described, the premises conveyed hereby contains about 3.15 acres.

In aid of the descriptions herein reference is made to the surveys mentioned above and to a survey plat captioned LANDS OF GROVER TO BE CONVEYED TO THE TOWN OF RUTLAND, FOR HIGHWAY PURPOSES, prepared on 12/12/2015 [sic, should be 2014] and which was revised on 7/13/15, 9/2/2015, and last revised on 5/31/2016 by Spencer & Lapre, LLP under seal of R. B. Spencer, LS as Drawing No. 14-50-3.

Specifically conveying hereby the entire premises shown as the private road and common right of way heretofore known as "Grover Drive" as depicted on said Survey Plat as it continues in a loop from the Town Highway known as Grover Drive and providing access to the individual lots within said subdivision.

For purposes of determining the specific metes and bounds herein conveyed the above-mentioned survey shall be controlling.

Also conveyed herein to the Town of Rutland are all highway and storm water drainage improvements and facilities constructed and installed within the boundaries of the above conveyed lands and premises, with the exception of all utility company improvements and facilities, and improvements installed in connection with the driveway(s) for the lots which

adjoin Grover Drive so called. Thus, all utility company improvements and facilities, and driveway improvements shall remain the property of their respective owners and such owner(s) shall remain responsible for the maintenance and repair of said facilities and improvements.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, TOWN OF RUTLAND, its heirs and assigns, to its own use and behoof forever; and I, MARGARET A. GROVER, the said Grantor, for my heirs, executors and administrators, do covenant with the said Grantee, TOWN OF RUTLAND, its heirs and assigns, that until the ensembling of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 7 day of June,

2016:

*Margaret A. Grover*  
MARGARET A. GROVER  
By *Lewis E. Grover* P.O.A.

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, this 7 day of June, 2016, personally appeared LEWIS E. GROVER, II, acting as power of attorney for MARGARET A. GROVER and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of his principal, MARGARET A. GROVER

Before me, *[Signature]*  
Notary Public  
My Commission Expires: 2-10-2019

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Margaret A. Grover of the Town of Rutland, Vermont, Grantor, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #s 2, 3, 13, 14, 15, 16, 17, 18, 19, 31, 45 and 46 of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 [sic] and revised on 9/2/2015 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across the aforementioned Lots.

Grantor, for herself and her heirs, successors, and assigns, hereby covenants and agrees that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantor shall continue to have the right to use the surface of the land within the easement area provided that Grantor, and her heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantor hereby quit-claims to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantor shall have no greater nor lesser rights of access and travel to or

RUTLAND TOWN CLERK'S OFFICE  
Received For Record  
This 8 day of June A.D. 20 16  
At 10 25 minutes A.M.  
Recorded in Rutland Town Land Records in Book 191  
Page 12  
Alma [Signature]  
Donna J. Zeller

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.  
Return No. 16-48  
Date June 8, 2016  
Clerk Donna J. Zeller

on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantor specifically reserves and shall retain ownership of all driveway facilities and improvements. Grantor shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantor, for herself and her heirs, successors, and assigns hereby releases the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

Grantor's covenants, agreements, and promises contained herein shall run with the land.

TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and the Grantor, for herself and her heirs and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensembling of these presents, I am the sole owner of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

AND FURTHERMORE, I, the said Grantor, Margaret A. Grover, do for myself and my heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensembling of these presents, the said Margaret A. Grover will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 2<sup>nd</sup> day of September, 2015.

Margaret A. Grover

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, Vermont, this 2<sup>nd</sup> day of September, 2015, Margaret A. Grover appeared, and they acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me, [Signature]  
Notary Public  
My Commission Expires 2/10/2019

RUTLAND TOWN CLERK'S OFFICE  
Received For Record

This 8 day of June A.D. 2016  
At 10 o'clock 30 minutes A M and  
Recorded in Rutland Town Land Records in Book 91  
Page 75  
Attest Donna J. Fuller Town Clerk

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that William and Laurie Bullock of the Town of Rutland, Vermont, Grantors, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #47 and 48, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #47 and 48.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
**ACKNOWLEDGMENT**  
Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.  
Return No. 16-49  
Date June 8, 2016  
Clerk Donna J. Fuller



of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

Grantors covenants, agreements, and promises contained herein shall run with the land.

TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and we, the Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the ensembling of these presents, we are the sole owners of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

2  
TOWN OF RUTLAND

1998  
1999  
2000

AND FURTHERMORE, we, the said Grantors, William and Laurie Bullock, do for ourselves and our heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensealing of these presents, the said William and Laurie Bullock will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 20<sup>th</sup> day of August, 2015.

William Bullock  
Laurie Bullock

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, Vermont, this 20<sup>th</sup> day of August, 2015, William and Laurie Bullock appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, [Signature]  
Notary Public RODNEY McPhee  
My Commission Expires 2/10/2019

CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND

KNOW ALL PERSONS BY THESE PRESENTS, that Kurt Thompson of the Town of Rutland, Vermont, Grantor, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #30, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #30.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

RUTLAND TOWN CLERK'S OFFICE  
Received For Record  
This 8 day of June A.D. 2016  
At 10 o'clock A.M.  
Recorded in Rutland Town Land Records in Book 191  
Page 78  
Attest Donna G. Fuller Town Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

ACKNOWLEDGMENT

Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.

Return No. 16-50  
Date June 8, 2016  
Clerk Donna G. Fuller

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

Grantors covenants, agreements, and promises contained herein shall run with the land.

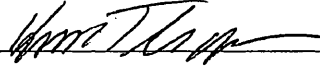
TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and I, the Grantor, for myself and my heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, I am the sole owner of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

AND FURTHERMORE, I, the said Grantor, Kurt Thompson, do for myself and my heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its

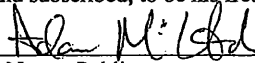
successors and assigns, that from and after the enscaling of these presents, the said Kurt Thompson will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 18 day of August, 2015.

  
\_\_\_\_\_

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, Vermont, this 18<sup>th</sup> day of August, 2015, Kurt Thompson appeared, and they acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me,   
\_\_\_\_\_  
Notary Public  
My Commission Expires 2/10/2019

RUTLAND TOWN CLERK'S OFFICE  
Received For Record  
This 8 day of June A.D. 2016  
At 10 o'clock 40 minutes A M and  
Recorded in Rutland Town Land Records in Book 191  
Page 81  
Attest Danna J. Fuller Town Clerk

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Gregory and Letitia Fineberg of the Town of Rutland, Vermont, Grantors, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #1, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson, Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #1.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**-ACKNOWLEDGMENT-**

Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.

Return No. 16-51  
Date June 8, 2016  
Clerk Danna J. Fuller

of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

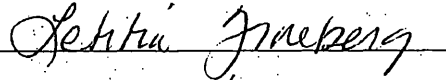
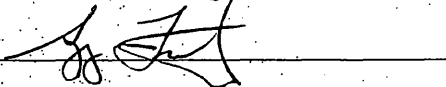
Grantors covenants, agreements, and promises contained herein shall run with the land.

TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and we, the Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, we are the sole owners of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

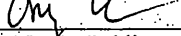
AND FURTHERMORE, we, the said Grantors, Gregory and Letitia Fineberg, do for ourselves and our heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensembling of these presents, the said Gregory and Letitia Fineberg will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 19 day of August, 2015.

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, Vermont, this 19 day of August, 2015, Gregory and Letitia Fineberg appeared, and they acknowledged this instrument, by/them sealed and subscribed, to be their free act and deed.

Before me,   
Notary Public  
My Commission Expires 2/10/2019



RUTLAND TOWN CLERK'S OFFICE  
Received For Record  
This 8 day of June A.D. 20 16  
At 10 o'clock 45 minutes A M and  
Recorded in Rutland Town Land Records in Book 191  
Page 84  
Attest Donna G. Feller Town Clerk

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Joseph and Lynn Celentano of the Town of Rutland, Vermont, Grantors, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #36, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #36.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.  
Return No. 16-52  
Date June 8, 2016  
Clerk Donna G. Feller

of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

Grantors covenants, agreements, and promises contained herein shall run with the land.

TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and we, the Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, we are the sole owners of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

AND FURTHERMORE, we, the said Grantors, Joseph and Lynn Celentano, do for ourselves and our heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensealing of these presents, the said Joseph and Lynn Celentano will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 11<sup>th</sup> day of August, 2015.

Lynn M. Celentano  
Joe Celentano

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, Vermont, this 11<sup>th</sup> day of August, 2015, Joseph and Lynn Celentano appeared, and they acknowledged this instrument, by/their sealed and subscribed, to be their free act and deed.

Before me, A. M. [Signature]  
Notary Public  
My Commission Expires 2/10/2019

RUTLAND TOWN CLERK'S OFFICE  
Received For Record

This 8 day of June A.D. 2016  
At 10 o'clock 50 minutes A M and  
Recorded in Rutland Town Land Records in Book 191  
Page 87  
Attest Donna G. Feller Town Clerk

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Mark and Patricia Consolatti of the Town of Rutland, Vermont, Grantors, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #44, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #44.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
Return Received - (including certificates and, if required, Act. 250 disclosure statement) and tax paid.  
Return No. 16-53  
Date June 8, 2016  
Clerk Donna G. Feller

of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

Grantors covenants, agreements, and promises contained herein shall run with the land.

TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and we, the Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the ensembling of these presents, we are the sole owners of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

AND FURTHERMORE, we, the said Grantors, Mark and Patricia Consolatti, do for ourselves and our heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensembling of these presents, the said Mark and Patricia Consolatti will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 1st day of August, 2015.

Mark & Consolatti  
Patricia J. Consolatti

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, , Vermont, this 1st day of August, 2015, Mark and Patricia Consolatti appeared, and they acknowledged this instrument, by/them sealed and subscribed, to be their free act and deed.

Before me, [Signature]  
Notary Public  
My Commission Expires 2/10/2019

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Nathan and Erin Bellomo of the Town of Rutland, Vermont, Grantors, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #35, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #35.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights

**RUTLAND TOWN CLERK'S OFFICE**  
Received For Record  
This 8 day of June A.D. 2016  
At 10 o'clock 55 minutes A.M. and  
Recorded in Rutland Town Land Records in Book 191  
Page 90  
Attest Dorina G. Follen Town Clerk

**Vermont Property Transfer Tax**  
32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
Return Received - (including certificate and, if required, Act. 250 disclosure statement) and tax paid.  
Return No. 16-54  
Date June 8, 2016  
Clerk Dorina G. Follen

of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.

Grantors covenants, agreements, and promises contained herein shall run with the land.


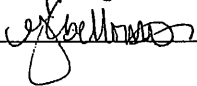
TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and we, the Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the en sealing of these presents, we are the sole owners of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.



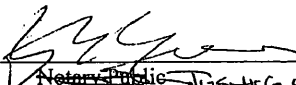
AND FURTHERMORE, we, the said Grantors, Nathan and Erin Bellomo, do for ourselves and our heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensembling of these presents, the said Nathan and Erin Bellomo will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 14 day of August, 2015.

  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, , Vermont, this 14 day of August, 2015, Nathan and Erin Bellomo appeared, and they acknowledged this instrument, by/them sealed and subscribed, to be their free act and deed.

Before me,   
Notary Public JUSTICE OF THE PEACE  
My Commission Expires 2/10/2019



RUTLAND TOWN CLERK'S OFFICE  
Received For Record

This 8 day of June A.D. 2016  
At 11 o'clock 00 minutes A M and  
Recorded in Rutland Town Land Records in Book 191  
Page 93  
Attest Donna G. Fuller Town Clerk

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Patrick and Susan Cooley of the Town of Rutland, Vermont, Grantors, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, a perpetual easement and right of way for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #33 and 34, of that portion of the Grover Drive subdivision, as shown on a plan of land prepared by Brownson Spencer II, P.E. dated 12/12/15 to be recorded in the Rutland Town Land Records and commencing at the boundary of said Lot with the property to be conveyed by Margaret Grover to the Town of Rutland (Grover Drive) as necessary to drain by sheet flow and/or swale surface water from the public highway known as Grover Drive over and across Lot #33 and 34.

Grantors, for themselves and the heirs, successors, and assigns, hereby covenant and agree that the existing physical layout and construction of the Grover Drive roadway and road right of way adequately drains the surface of the road and such surface water that is conducted along the roadside ditches and swales, and that the as-built characteristics and/or conditions of the roadway and all its existing appurtenances provide adequate drainage of the roadway and roadside surface waters.

Grantors shall continue to have the right to use the surface of the land within the easement area provided that Grantors, and their heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Grantors hereby quit-claim to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantors shall have no greater nor lesser rights

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**-ACKNOWLEDGMENT-**

Return Received (including certificates and, if required, Act 250 disclosure statement) and tax paid.

Return No. 116-55  
Date June 8, 2016  
Clerk Donna G. Fuller

of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantors specifically reserve and shall retain ownership of all driveway facilities and improvements. Grantors shall remain responsible for the maintenance and repair of all driveway facilities and improvements.

Grantors, for themselves and the heirs, successors, and assigns hereby release the Town of Rutland and agree to indemnify and hold harmless the Town of Rutland, its agents, employees, officers, representatives, insurers, municipal liability risk pool, successors, and assigns from any and all claims of bodily injury, property damage, economic loss, tort, nuisance, trespass, and/or taking that was or is caused in whole or in part, or arises in any way from, the as-built characteristics and/or conditions of the roadway and all appurtenances thereof existing on the date of the acceptance of Grover Drive as a public road, including without limitation: the drainage of the roadway and roadside surface waters; the width, contours and steepness of the roadway; the presence or absence of any safety features such as guard rails, winter maintenance conducted by the Town of Rutland using sand, salt, or any other material utilized on public highway in the Town of Rutland; and/or the proximity of the roadway and/or its drainage system to any water well and/or septic system.


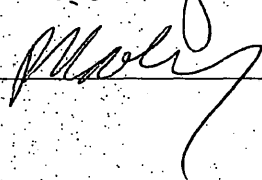
Grantors covenants, agreements, and promises contained herein shall run with the land.

TO HAVE AND TO HOLD said granted easement for surface water drainage, with all the privileges and appurtenances thereof, to the said Grantee, and its successors and assigns, to their use and behoof forever; and we, the Grantors, for ourselves and our heirs and assigns, do covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, we are the sole owners of the Property, and have good right and title to convey the granted easement for surface water drainage herein described, in the manner aforesaid, that said easement is FREE FROM EVERY ENCUMBRANCE; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

With respect to the above-referenced quit claimed premises: TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

AND FURTHERMORE, we, the said Grantors, Patrick and Susan Cooley, do for ourselves and our heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its successors and assigns, that from and after the ensembling of these presents, the said Patrick and Susan Cooley will have and claim no right, in or to the said quit-claimed premises.

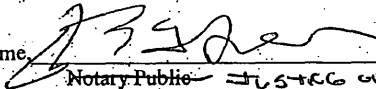
IN WITNESS WHEREOF, we hereunto set our hands and seals this 14 day of August, 2015.

  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, Vermont, this <sup>TIN</sup> 14 day of August, 2015, Patrick and Susan Cooley appeared, and they acknowledged this instrument, by/them sealed and subscribed, to be their free act and deed.

Before me,

  
\_\_\_\_\_  
Notary Public - ~~JUSTICE OF THE PEACE~~  
My Commission Expires 2/10/2019

**CONVEYANCE REGARDING ACCEPTANCE OF GROVER DRIVE  
AS A PUBLIC HIGHWAY OF THE TOWN OF RUTLAND**

KNOW ALL PERSONS BY THESE PRESENTS, that Tammy Del-Bianco of the Town of Rutland, Vermont, Grantor, for and in consideration of One (\$1.00) and more dollars and other good and valuable consideration, including the acceptance of Grover Drive so called as a public highway of the Town of Rutland receipt of which is hereby acknowledged, do hereby grant, assign and convey by way of Quit-Claim to the TOWN OF RUTLAND, a municipality corporation having its offices in the Town of Rutland, Vermont, Grantee, its successors and assigns, all easement rights to the common right of way to the formerly private road known as Grover Drive as well as a perpetual easement for surface water drainage purposes as more particular set forth below:

Being an easement for surface water drainage over Lot #32, of that portion of the Grover Drive subdivision described as follows:

Drainage Area 1:

Beginning at a point in the northerly line of Lot 31 which is 10 feet easterly, of the bank of an existing drainageway running northerly to southerly across lands of the Grantor, which point-of-beginning is more particularly defined as being North 87°27' West a distance measured along said northerly line of Lot 31 of about 133 feet from the iron pipe marking the roadside corner common to Lots 31 & 32, and proceeding

Along a line 10 feet easterly of, and parallel to, the bank of said drainageway courses -

- North 37°56'40" East about 24 feet to a point,
- North 11°31'58" East about 39 feet to a point,
- North 54°44'46" East about 31 feet to a point,
- North 65°36'45" East about 132 feet to a point,

RUTLAND TOWN CLERK'S OFFICE  
 Received For Record  
 This 8 day of June A.D. 2016  
 At 11 o'clock 05 minutes A.M. and  
 Recorded in Rutland Town Land Records in Book 191  
 Page 96  
 Attest Donna G. Fuller Town Clerk

Vermont Property Transfer Tax  
 32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
 Return Received (including certificates and, if  
 required, Act 250 disclosure statement) and tax paid.  
 Return No. 16-56  
 Date June 8, 2016  
 Clerk Donna G. Fuller

North 35°32'12" East about 21 feet to a point,  
North 23°33'12" East about 16 feet to a point  
North 54°06'07": East about 26 feet to a point in the westerly line of the  
right-of-way of Grover Drive; thence proceeding

North 22°28'35" East along said right-of-way a distance of about 16 feet to its  
intersection with the southerly line of the existing driveway serving Lot 32; thence  
proceeding

Along the southerly edge of said existing driveway for two courses –

North 53°30'15" West about 18 feet to a point,  
North 73°11'20" West about 10 feet to a point; thence proceeding

Along a line 10 feet westerly of, and parallel to, the bank of said drainageway for  
eight courses –

South 12°33'11" West about 2 feet to a point,  
South 50°11'16" West about 43 feet to a point,  
South 25°32'22" West about 25 feet to a point,  
South 65°23'30" West about 128 feet to a point,  
South 51°04'12" West about 36 feet to a point,  
South 36°57'39" West about 27 feet to a point,  
South 09°18'26" West about 17 feet to a point,  
South 39°01'31" West about 47 feet to a point in the northerly line of said  
Lot 31; thence proceeding

South 87°27' East along said northerly line a distance of about 48 feet to the point  
and place of beginning.

Drainage Area 2:

Beginning at the point where the westerly line of the right-of-way of Grover Drive intersects the northerly line of the existing driveway serving Lot 32, and proceeding

North 22°28'35" East along the westerly line of Grover Drive a distance of about 52 feet to a point; thence proceeding

South 67°28'35" West crossing said drainage ditch about 47 feet to a point 10 feet westerly of the westerly bank of said ditch; thence proceeding

South 03°13'50" East along a line 10 feet westerly of, and parallel to, the westerly bank of said drainageway about 25 feet to a point in the northerly line of said driveway; thence proceeding

South 77°20'49" East along said northerly line about 22 feet to the point and place of beginning.

Including a course of along the existing culvert under the Grantor's driveway for purposes of allowing surface water to flow from Drainage Area 2 to Drainage Area 1.

This easement is depicted on a sketch which is attached hereto and incorporated herein by reference captioned SKETCH OF DRAINAGE EASEMENT ON, LANDS OF DEL BIANCO, GROVER DRIVE, RUTLAND, VERMONT prepared by Spencer & Lapre, LLP on May 12, 2016. This sketch is not a survey.

Together with the right for the Grantee to enter onto the lands of the Grantor for purposes of maintaining this easement subject to the condition that the Grantor's

land shall be restored to its prior condition by the Grantee following any maintenance conducted by the Grantee.

Reserving to the Grantor, her heirs and assigns all right, title and interest in and to the existing driveway and driveway culvert on Lot 32 westerly of the westerly edge of the pavement of Grover Drive.

Grantor shall continue to have the right to use the surface of the land within the easement area provided that Grantor, and her heirs and assigns, shall not prevent or interfere with the Town of Rutland's ability to exercise its rights hereunder.

Quitclaim to common Right of Way over Grover Drive:

Grantor hereby quitclaims to the Town of Rutland all easement rights to the common right of way to the formerly private road known as Grover Drive and held in common with Margaret Grover and/or the other owners of lots in the Grover Drive development which adjoin Grover Drive. From the date of this instrument forward, and as a result of the acceptance of Grover Drive as a public highway of the Town of Rutland, Grantor shall have no greater nor lesser rights of access and travel to or on the public highway as does any land owner under Vermont law whose property adjoins a public highway.

Grantor specifically reserves and shall retain ownership of all driveway facilities and improvements (including an existing culvert) on Lot 32. Grantor shall remain responsible for the maintenance and repair of all driveway facilities and improvements (including an existing culvert) on Lot 32.

Grantor's covenants, agreements, and promises contained herein shall run with the land.

With respect to the above-referenced quit claimed easement for surface water drainage:

TO HAVE AND TO HOLD all right and title in and to said quit-claimed right of way over Grover Drive and easement for surface water drainage, with all the appurtenances thereof, to the said TOWN OF RUTLAND, its successors and assigns.

AND FURTHERMORE, I, the said Grantor, Tammy Del Bianco, do for myself and my heirs, executors, administrators or assigns, covenant with the said TOWN OF RUTLAND, its



successors and assigns, that from and after the ensealing of these presents, the said Tammy Del Bianco will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 25<sup>th</sup> day of May, 2016.

Tammy Del Bianco

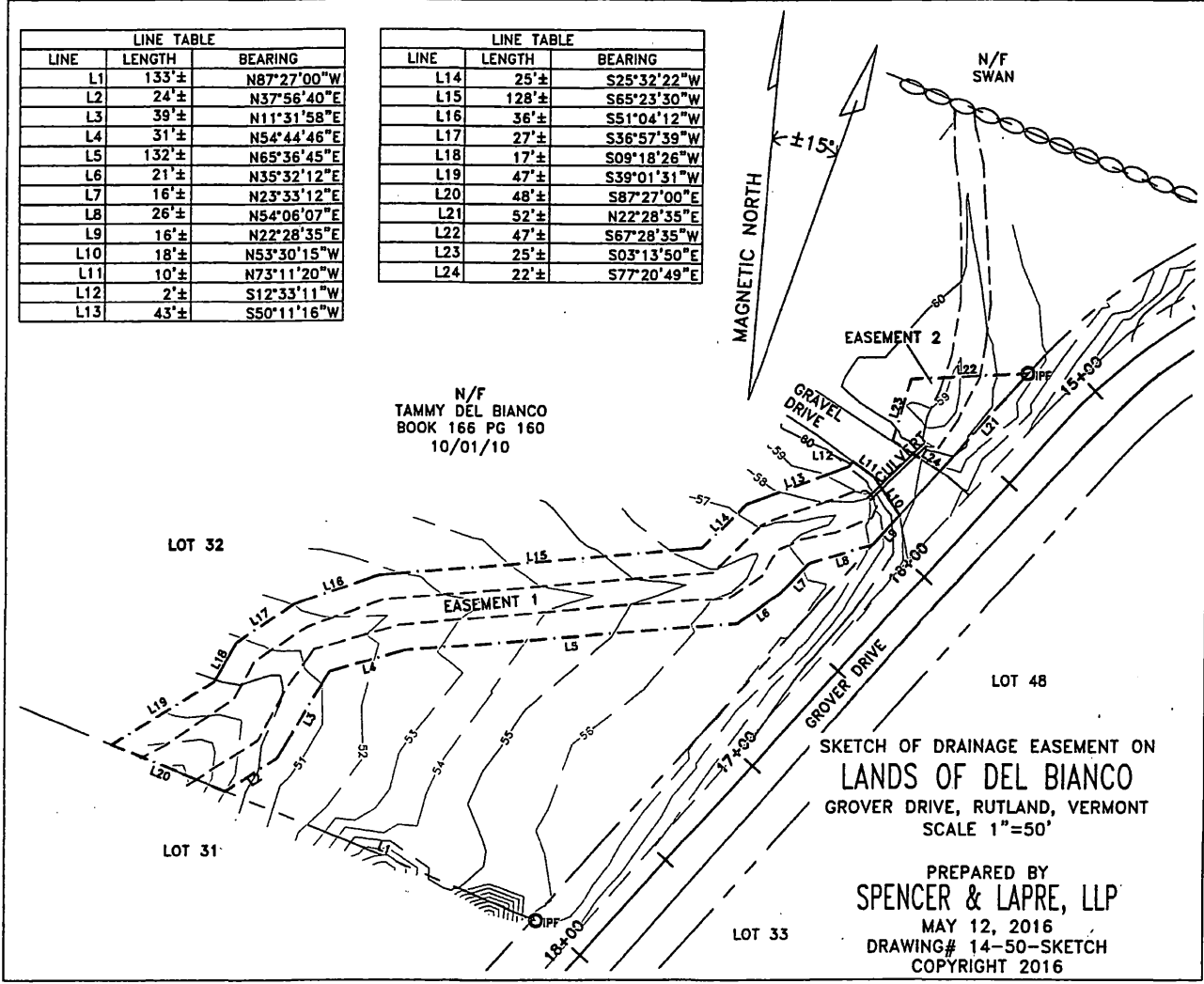
STATE OF VERMONT  
RUTLAND COUNTY, SS.

At Rutland, , Vermont, this 25<sup>th</sup> day of May, 2016, Tammy Del Bianco appeared, and they acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me, Stephanie A. Lovatt  
Notary Public  
My Commission Expires 2/10/2019

LINE TABLE		
LINE	LENGTH	BEARING
L1	133'±	N87°27'00"W
L2	24'±	N37°56'40"E
L3	39'±	N11°31'58"E
L4	31'±	N54°44'46"E
L5	132'±	N65°36'45"E
L6	21'±	N35°32'12"E
L7	16'±	N23°33'12"E
L8	26'±	N54°06'07"E
L9	16'±	N22°28'35"E
L10	18'±	N53°30'15"W
L11	10'±	N73°11'20"W
L12	2'±	S12°33'11"W
L13	43'±	S50°11'16"W

LINE TABLE		
LINE	LENGTH	BEARING
L14	25'±	S25°32'22"W
L15	128'±	S65°23'30"W
L16	36'±	S51°04'12"W
L17	27'±	S36°57'39"W
L18	17'±	S09°18'26"W
L19	47'±	S39°01'31"W
L20	48'±	S87°27'00"E
L21	52'±	N22°28'35"E
L22	47'±	S67°28'35"W
L23	25'±	S03°13'50"E
L24	22'±	S77°20'49"E



N/F  
TAMMY DEL BIANCO  
BOOK 166 PG 160  
10/01/10

SKETCH OF DRAINAGE EASEMENT ON  
LANDS OF DEL BIANCO  
GROVER DRIVE, RUTLAND, VERMONT  
SCALE 1"=50'

PREPARED BY  
SPENCER & LAPRE, LLP  
MAY 12, 2016  
DRAWING# 14-50-SKETCH  
COPYRIGHT 2016

CTCODE 1120

preloaded on Cert 2016-12-19

**Moulton, Sara**

**From:** Croft, Johnathan  
**Sent:** Friday, December 16, 2016 2:30 PM  
**To:** Moulton, Sara; Grimaldi, Kevan  
**Subject:** West Rutland - [Rutland] Town Boundary adjustment for US-4

Good afternoon Sara and Kevan,

I have update the RDS and Route Log Points for the new West Rutland and Rutland Town boundary on US-4. The changes in total mileage are as follows:

Old Town Boundary Measure	16.384	86505
New Town Boundary Measure	15.976	84353
	0.408	2152

	New Mileage	Old Mileage	Delta
Rutland US-4 Mainline Mileage	4.087	3.679	0.408
West Rutland US-4 Mainline Mileage	4.279	4.687	-0.408
Total	8.366		0.000

An effort was made to improve the proration of mileage through these two towns, based on the route log mileage. These match ARCMILES fairly well, with the exception of the segment on the Ira West Rutland town line, there seems to be an issue in mileage here, but something for another day. More detail is in the following spreadsheet:

V:\Projects\Shared\Mapping\RouteLogData\_Master\LRS\_Update\_2016\_Q4\US\_4\_WestRutland\_Rutland\_MileageCalculations.xlsx

Please let me know if you have any questions regarding these changes.

Johnathan Croft  
 Vermont Agency of Transportation (VTrans)  
 Mapping Section  
 (802) 828-2600

[johnathan.croft@vermont.gov](mailto:johnathan.croft@vermont.gov)