

EASEMENT DEED

**KNOW ALL PERSONS BY THESE PRESENTS THAT the WESTFORD TOWN SCHOOL DISTRICT**, a Vermont municipality in the County of Chittenden and State of Vermont, Grantor, in consideration of Ten and More Dollars (\$10.00) and other valuable consideration paid to its full satisfaction by the **TOWN OF WESTFORD**, a Vermont municipality located in the County of Chittenden and State of Vermont, Grantee, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **TOWN OF WESTFORD**, and its successors and assigns, non-exclusive perpetual easements and rights-of-way for recreational fields, trails and pathways, forestry and agricultural and silviculture access, annual or special town meetings, an emergency shelter, an emergency generator, a fire pond and access and parking related to all said easements and rights-of-way, over, upon and through certain lands and premises in the Town of Westford, County of Chittenden and State of Vermont, more particularly described as follows, viz:

Being easements and rights-of-way over, upon and through a 14-acre, more or less, parcel of land conveyed to the Grantor by Warranty Deed of Robert O. Jackson and Helen M. Jackson, dated April 29, 1966, and recorded in Volume 29, Page 71 of the Town of Westford Land Records more particularly described as follows:

Recreation Fields, Trails and Pathway Easements

Being easements and rights-of-way for use of recreation fields and twenty-foot (20') wide easements and rights-of-way of uniform width centered on existing recreational trails and pathways located on the aforesaid parcel of land. Said fields and recreational trail and pathway easements and rights-of-way are shown on the plan attached hereto as "Exhibit A," and shall be centered on the recreational trails and pathways as constructed.

STITZEL, PAGE &  
FLETCHER, P.C.  
ATTORNEYS AT LAW  
171 BATTERY STREET  
P.O. BOX 1507  
BURLINGTON, VERMONT  
05402-1507

Westford, Vermont, Town Clerk's Office  
July 6, 2017 at  
10 o'clock 30 minutes A M  
 received for record and recorded in  
 book 167 on page 707-714 of  
Land records.  
 Attest Susan G. Adams  
 Town Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap 231  
**-ACKNOWLEDGMENT-**  
 RETURNS RECEIVED  
 Return No. 2017-38  
 Signed Susan G. Adams, Clerk  
 Date July 6, 2017

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Grantor also conveys to Grantee the right to construct additional recreational trails and pathways on the aforesaid parcel of land; provided that: (1) said additional recreational trails and pathways connect to the trails and pathways shown on Exhibit A hereto; (2) Grantee provides written notice of its intent to construct such additional recreational trails and pathways at least sixty (60) days in advance of the proposed construction; (3) the new recreational trails and pathways do not unreasonably interfere with Grantor's use of the aforesaid parcel of land; and (4) Grantor consents to construction of said new recreational trails and pathways within sixty (60) days of receipt of written notice from the Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

Said recreational trail and pathway easements and rights-of-way shall only be used by the public as recreational trails and pathways subject to the condition that no motorized traffic, including, but not limited to motorcycles, motorized trail bikes and snowmobiles, shall be allowed to use the trails and pathways, except motorized vehicles used by the Grantee, or its agents, for the purpose of constructing, maintaining or patrolling the trails and pathways.

Grantee, its successors and assigns, shall be solely responsible for and have the right to construct, reconstruct, repair, maintain, replace, patrol, level, fill, drain and pave said recreational pathways, including all necessary bridges, culverts, cuts and ramps, at its sole cost and expense.

Grantee agrees for itself and its successors and assigns that any premises of the Grantor lying outside the scope of the herein conveyed easements and rights-of-way disturbed or affected by Grantee's exercise of its rights granted hereunder shall be restored as near as reasonably practical to their condition prior to such entry at Grantee's own cost and within a reasonable time. Grantee by recording this deed acknowledges that the herein conveyed easements and rights-of-way have been donated to the Town of Westford, at no cost to the Town, with the intent that Grantor and its successors and assigns shall receive the full benefit and protection of 19 V.S.A. § 2309.

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

Easement for Access for Forestry and Agricultural and Silvicultural Purposes

Grantor hereby conveys an easement and right-of-way to the Grantee and its successors and assigns for vehicular access for forestry and agricultural and silvicultural purposes from the westerly parking lot on the aforesaid parcel of land, shown as "Primary Parking" on Exhibit A hereto, for access to the westerly portion of the aforesaid parcel of land and the westerly portion of a 15-acre, more or less, parcel of land to be conveyed by Grantor to Grantee in a Quitclaim Deed of approximately even date herewith to be recorded in the Town of Westford Land Records.

Grantor also hereby conveys to Grantee an easement and right-of-way for access for forestry and agricultural and silvicultural purposes extending from Brookside Road to the southerly boundary of Grantor's parcel of land, which easement and right-of-way is shown as "Forestry, Silviculture & Ag Access" on Exhibit A hereto.

Easement for Town Meetings and Elections

Grantor hereby conveys an easement and right-of-way to the Grantee and the general public for use of the Westford School building located on the aforesaid parcel of land as the location of the Annual Town Meeting and any special Town of Westford meetings and for voting associated with said meetings or any local, state or federal elections. Said easement and right-of-way includes the right of Grantee to store voting booths, machines or computers, as well as tables and other materials associated with said Town meetings and elections. Grantee agrees to be responsible to set up for such meetings and to clean-up and remove any items from the Westford School upon the conclusion of such meetings.

Grantee agrees for itself and its successors and assigns that if the Westford School building is damaged while it is being used for annual or special Town meetings, reasonable wear and tear excepted, Grantee shall restore said Westford School building and repair any damage as near as reasonably practical to the condition existing prior to the building's use as the location for an annual or special Town meeting at Grantee's own cost and within a reasonable time. Grantor and Grantee shall reasonably cooperate to schedule such annual or special Town of Westford meetings.

Emergency Shelter Easement

Grantor hereby conveys to the Grantee and the general public an easement and right-of-way for use of the Westford School building located on the aforesaid parcel of land as an emergency public shelter on a temporary basis,

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which shall include but not be limited to use for temporary sleeping facilities, food service, counseling and other uses associated with an emergency shelter. Grantee's use of the Westford School building as an emergency shelter shall include use of said building not only during declared emergencies, but also during emergency drills or trainings.

Grantee agrees for itself and its successors and assigns that if the Westford School building is damaged while it is being used as an emergency shelter or during drills or trainings associated therewith, reasonable wear and tear and storm damage excepted, Grantee shall restore said Westford School building and repair any damage as near as reasonably practical to the condition existing prior to the building's use as an emergency shelter at Grantee's own cost and within a reasonable time.

Any costs for utilities (water, gas, electricity, waste disposal), food service and custodial service that would not have been incurred but for the Grantee's use of the Westford School building as an emergency shelter shall be paid by the Grantee within a reasonable time.

Emergency Generator Easement

Grantor hereby conveys to the Grantee an easement and right-of-way for purposes of ingress, egress, access, placement, maintenance, operation and replacement of an emergency generator, concrete pad, and all associated equipment on the aforesaid parcel of land, which generator and concrete pad are located immediately southeasterly of the Westford School building as shown on Exhibit A hereto. Also included are such additional rights as may be necessary to maintain or replace the emergency generator.

It is the intention of the parties that this easement and right-of-way shall be used in common by the Grantor and the Grantee and their respective successors or assigns in connection with the use of the Westford School as a designated emergency shelter for the residents of the Town of Westford. Grantor and Grantee shall share equally in the payment of any and all costs associated with the installation, upkeep, maintenance and repair of the generator and the access to and from the generator.

As a condition of granting this easement, Grantor, by its execution of this Easement Deed, and Grantee, by its acceptance and recording of this Easement Deed, further agree as follows:

1. Grantor shall be allowed to use the generator on an emergency

basis during power outages at the Westford School. The Grantor will ensure that the generator is appropriately fueled after use.

2. Some of the telemetry and control equipment associated with the emergency generator shall be located within the Westford School building, and Grantee shall have access thereto for operation, maintenance, repair and replacement of said telemetry and control equipment and the generator itself.
3. Grantee agrees to insure or provide indemnity coverage for the emergency generator and associated equipment.
4. Grantor agrees to coordinate the scheduling of maintenance and repair of the emergency generator and associated equipment.
5. Grantor and Grantee agree to collaborate in good faith to identify and secure future funding in the event the emergency generator or associated equipment needs to be replaced. All costs of replacement of the generator and associated equipment after the application of insurance proceeds or any grant funds shall be shared equally by Grantor and Grantee.

Fire Pond

Grantor hereby conveys to the Grantee an easement and right-of-way for purposes of ingress, egress, access, use, maintenance, operation, repair and replacement of a fire pond on the aforesaid parcel of land. Said fire pond is located northerly of the access drive to the Westford School building as shown on Exhibit A hereto. Grantor and Grantee shall share equally in the payment of any and all costs associated with the upkeep, maintenance and repair of the fire pond.

In connection with all the herein conveyed easements and rights-of-way, Grantor hereby conveys to the Grantee and the general public easements and rights-of-way over, upon and through the parking areas and access drives on aforesaid parcel of land for access and parking associated with Grantee's and the general public's use of all of the herein conveyed easements and rights of way. By way of further description, Grantee and the general public shall have an easement and right-of-way at all times for access to and parking in the westerly parking lot depicted as "Primary Parking" on Exhibit A hereto. Outside of regular school hours or times when the primary use of the aforesaid parcel of land is for school functions, Grantee and the general public shall also have an easement and right-of-way for access to and parking

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in the parking lots located northerly of the access drive to the Westford School building and also generally northeasterly of the Westford School building depicted as "Secondary Parking" on Exhibit A hereto.

Grantor also conveys to Grantee and its agents a pedestrian and vehicular access easement and right-of-way over a gravel driveway that extends from Brookside Road past the parking lot located northeasterly of the Westford School building and continuing southerly along the easterly side of the aforesaid parcel of land past the existing tennis courts terminating at the southerly boundary of the aforesaid parcel of land, which easement and right-of-way is shown as "ROW" on Exhibit A hereto. Grantee's use of said easement and right-of-way shall be for the following purposes: (a) maintaining or facilitating the use of the recreational fields and trails shown on Exhibit A hereto; (b) maintaining or facilitating the recreational, forestry and agricultural and silvicultural use of a 15-acre, more or less, parcel of land to be conveyed by Grantor to Grantee in a Quitclaim Deed of approximately even date herewith to be recorded in the Town of Westford Land Records; (c) maintaining or facilitating the recreational, forestry and agricultural and silvicultural use of a 50-acre, more or less, parcel of land to be conveyed by Grantor to Grantee in a Quitclaim Deed of approximately even date herewith to be recorded in the Town of Westford Land Records. If Grantor, its successors and assigns, maintains a gate or other locked barrier on said gravel driveway, shown as "Limited Access" on Exhibit A hereto, Grantee or its agents shall be provided with a key to any lock on said gate or other barrier so Grantee or its agents may use the gravel driveway for the aforesaid purposes.


Reference is hereby made to the above-mentioned deeds, instruments, the records thereof, and the references therein made, all in further aid of this description.

**TO HAVE AND TO HOLD** the above granted rights and privileges over, upon and through said premises unto the Grantee, **TOWN OF WESTFORD**, its successors and assigns forever; and the said Grantor, **WESTFORD TOWN SCHOOL DISTRICT**, does for itself and its successors and assigns, covenant with the Grantee and its successors and assigns, that it is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances, that the Grantor

has good right and title to sell and convey the rights as aforesaid and that the Grantor and its successors and assigns shall **WARRANT** and **DEFEND** the same to the Grantee and its successors and assigns forever against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, Grantor hereunto sets his hand and seal this 27<sup>th</sup> day of June, 2017.

**WESTFORD TOWN SCHOOL DISTRICT**

By:   
Mark Drapa, School Board Chair  
and Duly Authorized Agent

**STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.**

At Burlington in said County, this 27<sup>th</sup> day of June, 2017, personally appeared Mark Drapa, School Board Chair and Duly Authorized Agent of the **WESTFORD TOWN SCHOOL DISTRICT**, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the **WESTFORD TOWN SCHOOL DISTRICT**.

Before me,   
Notary Public  
My Commission Expires: 02-10-19

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Exhibit A

# Westford Easements

