**TOWN OF WATERBURY**

**GRANT OF TEMPORARY RIGHTS**

**KNOW ALL TO WHOM THESE PRESENTS COME:**

 THAT I, Marvin H. Bourne of the Town of Waterbury, in the County of Washington and State of Vermont, hereinafter referred to as “Grantor”, owner of certain land adjacent to a certain public highway in the **TOWN OF WATERBURY**, known as U. S. Route 2, (North Main Street), for and in consideration of

and No/100 Dollar(s) ($ and other good and valuable consideration, paid to my full satisfaction by the **TOWN OF WATERBURY,** a municipal corporation located in the County of Washington and State of Vermont, Grantee, by these presents, do freely **GRANT** unto the said Grantee, the **TOWN OF WATERBURY**, and its successors and assigns forever, certain temporary easements over my land in the **TOWN OF WATERBURY**, County of Washington and State of Vermont, which temporary easements are described as follows, *viz:*

Being part of the same land and premises conveyed to Marvin H. Bourne by Quit-Claim Deed of Julie M. Bourne, dated December 30, 1998, and which is recorded in Book 162, Page 024 of the Town of Waterbury land records and also being part of the same land and premises conveyed to Marvin H. Bourne and Julie M. Bourne by Warranty Deed of Calime R. Izor and Barbara T. Izor dated October 17, 1990, and which is recorded in Book 119, pages 120 and 121 of the Town of Waterbury land records, and being more particularly described as follows:

Being Parcel #12 consisting of temporary easements as shown on right of way detail sheet 2 and right of way plan sheet ROW 2 of the plans of Transportation Project Waterbury FEGC F013-4 (13)(“the Transportation Project”) to be filed in the office of the clerk of the Town of Waterbury.

In connection with the above parcel the following temporary easements are conveyed:

A temporary easement to enter upon land of the grantors, during the period of construction, to disconnect and connect sewer and water, if necessary, including but not limited to replacing or repairing any appurtenances thereto to accomplish the disconnection and connection of the water and sewer, left of and between approximate stations 44+86 and 46+19 of the established centerline of the Transportation Project.

Temporary easements to enter upon land of the grantor, during the period of construction, to install tree protection fence, left of and between approximate stations: 44+93 and 45+06; 45+11 and 45+29; and 45+57 and 46+19, all stations are of the established centerline of the Transportation Project.

A temporary easement to enter upon land of the grantor, during the period of construction, to construct a four (4) foot walkway at or near and left of approximate station 45 +08 of the established centerline of the Transportation Project.

A temporary easement to enter upon land of the grantor, during the period of construction, to construct a drive and any associated slope work necessary for the construction of the drive at or near and left of approximate station 45+42 of the established centerline of the Transportation Project.

The above-referenced land and premises are subject to all easements, rights of way, restrictions, obligations and municipal, state and other regulatory permits as may appear of record.

 I, Marvin H. Bourne, do hereby waive, release and discharge the **TOWN OF WATERBURY** from any damage or claim of damages of any kind or nature which I, Marvin H. Bourne and my heirs and/or assigns may have, or claim to have now or in the future, in connection with the above-mentioned work done or to be done on Grantor’s land and premises. However it is not intended by this instrument to exempt any party or contractor who may hereafter be designated to perform the work described above from liability for damage to the Grantor’s property due to negligence acts or omissions.

 **TO HAVE AND TO HOLD** said granted temporary easements, to the said Grantee, the **TOWN OF**

**WATERBURY** and its successors and assigns, to its and their own use and behoof forever; and I,

Marvin H. Bourne, Grantor, for myself, and my heirs and assigns, do covenant with the said Grantee, the **TOWN OF WATERBURY** , its successors and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the temporary easements described above, and that the premises are **FREE FROM EVERY ENCUMBRANCE** whatsoever, except for a mortgage to Northfield Savings Bank, dated May 27, 2008 and which is recorded in Book 263, Pages 210-217, and a Modification of Mortgage, dated October 31, 2012 and which is recorded in Book 324, Pages 176 and 177; both of the Town of Waterbury land records, and I, Marvin H. Bourne, Grantor, do hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatsoever, except for the aforesaid mortgage .

**IN WITNESS WHEREOF,** I**,** Marvin H. Bourne have caused my name to be subscribed, this

 day of , 20 .

 Marvin H. Bourne

STATE OF VERMONT )

 , County ss )

 At in said county this day of

 , 20 , personally appeared Marvin H. Bourne and

acknowledged the foregoing instrument by him executed to be his free act and deed.

Before me,

 Notary Public

 (My commission expires on Feb. 10, 2019)