TOWN OF JAMAICA

WARRANTY DEED

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT JVF, Inc., a Vermont corporation, of Jamaica, in the County of Windham and State of Vermont, hereinafter referred to as "Grantor", in the consideration of xxxxx xxxx Thousand Dollars and no hundredths cents ($xx,000.00) paid to its full satisfaction by the Town of Jamaica, a Vermont Municipality with its situs in Jamaica, in the County of Windham and State of Vermont, Grantee, does hereby give, grant, bargain, sell and convey unto the Town of Jamaica, its successors and assigns, a certain piece of land and/or rights and easements in land in the Town of Jamaica, in the County of Windham and State of Vermont, and described as follows, viz:

Being part of the same land and premises conveyed to JVF, Inc. by Warranty Deed of JTBC, dated January 31, 1991, and recorded in Book xx, Pages xxx-xxx of the Town of Jamaica land records, and being more particularly described as follows:

Being Parcel #x consisting of 0.39 acre (16, 820 square feet), more or less, land and rights therein, as shown on right-of-way detail sheet 1 and right-of-way sheets 3 and 4 of the revised plans of Transportation Project Jamaica xx xxx xxx-x(xx), to be filed in the office of the clerk of the Town of Jamaica.

In connection with the above parcel the following easements and/or rights are conveyed:

A temporary easement, during the period of construction, to enter upon land of the grantor, to construct and utilize a temporary detour, including but limited to the right to cut and dispose of all trees, down timber, stubs, brush bushes, and debris, install a two-way temporary bridge for vehicular use; install guardrails; and perform channel repair work; as necessary and as noted on the project plans, in an area of 0.26 acre (11,020 square feet), more or less, left of and between approximate stations 210+77 and 213+61 of the established centerline of the Transportation Project.

A temporary easement to enter upon land of the grantor, during the period of construction, to facilitate the temporary relocation of the utility facilities to accommodate the installation of the temporary detour and construction of a replacement bridge on Vermont Route 30 over the Ball Mountain Brook in the aftermath of Tropical Storm Irene, beginning on August 30, 2011, in an area of 0.19 acre (8,240 square feet), more or less, left of and between approximate stations 210+87 and 214+18 of the established centerline of the Transportation Project. Upon the complete removal of the temporary detour and temporary bridge, the utility facilities will be removed from the grantor’s land and placed within the permanent right of way boundary of Vermont Route 30.

A temporary easement to enter upon land of the grantor, during the period of construction, to install barrier fence and erosion control barriers, as necessary and noted on the project plans, including the right to keep the erosion control barriers clear of debris and functioning properly throughout project construction, in an area of 475 square feet, more or less, left of and between approximate stations 211+37and 212+37 of the established centerline of the Transportation Project.

A temporary easement, in an area of 1,510 square feet, more or less, to enter upon land of the grantor, during the period of construction, to install stone fill for streambank stabilization, left of and between approximate stations 211+43 and 211+95 of the established centerline of the Transportation Project.

Temporary easements, during the period of construction, to extend highway slopes and embankments, in areas of 530 square feet, more or less, 1,490 square feet more or less, and 1,150 square feet, more or less, including the right to install erosion control barriers and the right to keep the erosion control barriers clear of debris and functioning properly throughout project construction, as shown on the previously mentioned Transportation Project plans.

The Town of Jamaica may extend the slopes and embankments at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of transportation construction. The Town of Jamaica shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff, and other objectionable materials, structures, growth, and any other thing of whatever kind or nature from said slope areas.

A permanent easement to install and maintain guardrail; left of and between approximate stations 212+78 and 212+92, all stations are of the established centerline of the Transportation Project.

Temporary easements to enter upon land of the grantor, during the period of construction, to construct a drive, in an area of 2,020 square feet, more or less, (for access to dry hydrant) left of and between approximate stations 211+68 and 212+36; and in an area of 570 square feet, more or less, left of and between approximate stations 212+13 and 212+82; all stations are of the established centerline of the Transportation Project.

A temporary easement, in an area of 640 square feet, more or less, to enter upon land of the grantor, during the period of construction, to install barrier fence left of and between approximate stations 213+18 and 214+42 of the established centerline of the Transportation Project.

Together with, and subject to any and all easements, rights of way, covenants, and restrictions of record.

TO HAVE AND TO HOLD granted premises, with all the privileges and appurtenances thereof, unto the Town of Jamaica, its successors and assigns, to it and its own use and behoof forever; and it, JVF, Inc, for itself and its successors and assigns, do covenant with the Town of Jamaica, its successors and assigns, that until the ensealing of these presents, it is well seized of the premises, as a good indefeasible estate in fee simple, and have good right to grant and convey the same in manner and form as above written and that the same are free from every encumbrance whatsoever.

AND FURTHERMORE, it, JVF, Inc , do by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above premises to the Town of Jamaica, its successors and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, JVF, Inc. has caused its name to

be hereunto subscribed at , in the County of and

State of Vermont, this            day of                      , 20\_\_, by the hand of

                                                 .

JVF, INC.

By:

Its:

and duly authorized agent

STATE OF VERMONT

County, ss.

At , this            day of                  , 2012,

personally appeared , and

acknowledged the foregoing instrument by as of

JVF, Inc., subscribed to be free act and deed, and the free act and

deed of JVF, Inc.

Before me,

                               Notary Public

(My commission expires Feb. 10, 2019)