TOWN OF HIGHGATE

WARRANTY DEED

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT it, ABC, LLC, a Vermont Limited Liability Company with its principal place of business in the Town of Highgate, in the County of Franklin and State of Vermont, hereinafter referred to as "Grantor", in consideration of xxx Hundred xxxxx Thousand and No/100 Dollars ($xxx,xxx.xx) paid to its full satisfaction by the Town of Highgate, does hereby give, grant, bargain, sell and convey unto the Town of Highgate, and its successors and assigns, a certain piece of land situated in the Town of Highgate, County of Franklin and State of Vermont, and described as follows, viz:

Real Estate, or rights therein, to be conveyed:

Being all and the same land and premises conveyed to ABC, LLC, by the Quit Claim Deed of ABC, dated August 14, 2011, and recorded in Book xxx, Pages xxx-xxx of the Town of Highgate land records.

Reference is hereby made to the above mentioned conveyance and records thereof and to the following instrument of conveyance in aid of a more complete description and further chain of title:

Quit Claim Deed from DFE to ABC, dated September 27, 2000, and recorded in Book xxx, Pages xxx and xxx;

Warranty Deed from GHI to DFE, dated September 16, 1991, and recorded in Book xx, Page xxx;

Both of the Town of Highgate land records and being more particularly described as follows:

Being Parcel #x consisting of 0.40 acres more or less of land only, as shown on right of way detail sheet 1 and right of way layout sheet 2 of the plans of Transportation Project Highgate xx xxxx (xx) (“the Transportation Project”), to be filed in the office of the clerk of the Town of Highgate.

As a condition of the conveyance herein ABC, LLC agrees:

1. To vacate the above described land and premises within 90 days from the date title passes to the Town of Highgate, and agree to maintain and pay for all utility services (if any) supplied to said premises prior to vacating. It is further understood and agreed that no rental charges will be made for said occupancy;
2. To pay its pro-rated share of the taxes owed to the Town of Highgate, for the herein before described land and premises, on or before the day title to the same is given to the Town of Highgate.

The land and rights and/or easements conveyed herein may be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the Town of Highgate land records.

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

**AND FURTHERMORE**, it, ABC, LLC, does by these presents bind it, and its successors and assigns to WARRANT and DEFEND the above rights and easements to the Town of Highgate and its successors and assigns against all claims and demands whatsoever.

**IN WITNESS WHEREOF**, ABC, LLC 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**ABC, LLC**

By:

Its:

and duly authorized agent

**STATE OF VERMONT**

County, ss

At , this day of ,

20 , personally appeared , and acknowledged the foregoing instrument by as , of ABC, LLC and subscribed to be free act and deed, and the free act and deed of ABC, LLC.

Before me,

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_