

## Georgia Town Administrator

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**From:** Ken Minck <kcminck@gmail.com>  
**Sent:** Monday, July 31, 2023 9:19 AM  
**To:** Georgia Town Administrator  
**Subject:** Re: Slide#48

Cheryl, FYI Book 127 pages 593-95 describes the 20' ROW.

Ken

On Thu, Jul 27, 2023 at 4:37 PM Ken Minck <kcminck@gmail.com> wrote:

Hi Cheryl, Does the Commission need permission to continue a trail to the RGNA parking lot? There is a deeded 20' ROW from the trail to the parking lot. Already in place is a footbridge crossing an overflow from a detention pond.

Thanks, Ken  
Attachment (1)

593.

5/5/2000

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that HARRISON SAND, INC., a Vermont corporation with a principal place of business in St. Albans, County of Franklin, and State of Vermont ("Grantor"), in consideration of One Dollar, and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged, to be paid to them by the TOWN OF GEORGIA, a municipality located in Chittenden County, State of Vermont ("Grantee"), hereby GIVES, GRANTS, SELLS, CONVEYS and CONFIRMS unto the said Grantee, TOWN OF GEORGIA, and its successors and assigns forever, a perpetual easement and right-of-way for construction and maintenance of a sidewalk or sidewalks and/or construction and maintenance of a recreational pathway, all of the foregoing improvements to be dedicated and devoted to use by the general public, over, on and through property of the Grantor located in the Town of Georgia, County of Franklin and State of Vermont, and more particularly described as follows:

A strip of land twenty feet (20') in uniform width located on the southerly and westerly boundary of Grantor's property, beginning at the southeasterly corner of Lot 1 and proceeding in a generally northwesterly direction along the sideline of Vermont Route 104A to its point of termination on the easterly sideline of Georgia Town Highway No. 51 (a legal trail) at the southwesterly corner of Lot 2, as the same is depicted on a plan entitled "James and Janet Harrison, St. Albans, Vermont, Six Lot Subdivision, Vermont Route 104A, Georgia, Vermont, Overall Site Plan," prepared by Cross Consulting Engineers, P.C., dated April 10, 1999, last revised \_\_\_\_\_, and recorded in Map Slide \_\_\_\_\_, of the Town of Georgia Land Records.

Said strip of land being a portion of the land and premises conveyed to Harrison Sand, Inc. by Quit Claim Deed of James and Janet Harrison dated April 20, 1997, and of record in Volume 110 at Page 364 of the Town of Georgia Land Records.

Grantee, its successors and assigns, shall have the right to construct, reconstruct, repair, maintain, replace, patrol, level, fill, drain and pave said recreational pathway, including the right to install, maintain, repair and replace all necessary bridges, culverts, cuts, curbs and ramps, at its sole cost, expense and risk.

By its recording of this Easement Deed, Grantee agrees, for itself and its successors and assigns, that any premises of Grantor lying outside the scope of the easement and right-of-way disturbed or affected by Grantee's exercise of the rights granted it hereunder shall be restored to their condition prior to such entry at Grantee's own cost and within a reasonable time, and acknowledges that it will indemnify and hold the Grantor harmless for any injury or damage resulting from the public use of said right-of-way not attributable to acts of the Grantor or its successors and assigns. Grantee, by the recording of this Easement Deed, acknowledges that this easement has been donated to the Town of Georgia, at no cost to the Town, with the intent that Grantor shall receive the full benefit and protection of 19 V.S.A. Section 2309.

For purposes of construction, a temporary easement and right-of-way extending five (5) feet on each side of the entire length of said permanent easement and right-of-way is hereby granted. Said temporary easement and right-of-way shall expire once construction is completed and the recreational pathway is open to the public.

Grantor, its successors and assigns, shall have the right to make use of the surface of the right-of-way and easement such as shall not be inconsistent with the use of said right-of-way, but specifically shall place no structures, landscaping or other improvements within said easement and right-of-way which shall prevent or interfere with the Grantee's ability to use said easement and right-of-way. Grantee acknowledges that the construction and maintenance of improvements necessary to provide access to Grantor's property shall not be inconsistent with the use of this easement by the Grantee.

Reference is hereby made to the above-mentioned plan and deed and 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 in, upon and over said premises unto Grantee, its successors and assigns forever; and Grantor does for itself and its successors and assigns, covenant with Grantee and its successors and

assigns, that Grantor 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 same as aforesaid and that Grantor, and its successors and assigns shall Warrant and Defend the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, James Harrison, as duly authorized agent of Harrison Sand, Inc. hereunto sets his hand and seal this 5<sup>th</sup> day of May, 2000.

IN THE PRESENCE OF:

HARRISON SAND, INC.

Witness Beth Bova

By: James Harrison  
James Harrison, its duly authorized agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At St. Albans in said County, this 5<sup>th</sup> day of May, 2000, James Harrison, the Duly Authorized Agent of HARRISON SAND, INC. personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed as such Duly Authorized Agent and the free act and deed of HARRISON SAND, INC.

Before me, Beth Bova  
Notary Public  
My Commission Expires: 2/10/03

ges002a.rea

Georgia Town Clerks Office  
Rec'd for record 10:10 2000 A.D.  
at 10 o'clock 55 minutes A.M.  
Recorded in Book 127 Page 593-95  
Attest Judith W. Greene  
GEORGIA TOWN CLERK

Vermont Property Transfer Tax  
39 V.S.A. Chap. 231  
- ACKNOWLEDGMENT -  
Return Rec'd. - Land-Use & Development Plans Act Cert. Rec'd.  
Return No. SA-00-136  
Signed Judith W. Greene  
Date 5/5/00  
GEORGIA TOWN CLERK

585.  
WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that HARRISON SAND, INC., a Vermont corporation having its principal place of business in St. Albans, County of Franklin, State of Vermont ("Grantor"), in consideration of One Dollar and other valuable consideration, the receipt and satisfaction of which are hereby acknowledged, to be paid to them by the TOWN OF GEORGIA, a Vermont municipality located in the County of Franklin, Vermont ("Grantee"), by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, and its successors and assigns forever, a certain piece of land in the Town of Georgia and State of Vermont, described as follows, viz:

Being a parcel of land comprised of approximately 44 acres located on the northerly side of Vermont Route 104A in the Town of Georgia, and depicted as Lot 7 on a plat of survey entitled "James and Janet Harrison, St. Albans, Vermont, Six Lot Subdivision, Vermont Route 104A, Georgia, Vermont, Overall Site Plan," prepared by Cross Consulting Engineers, P.C., dated April 10, 1999, last revised \_\_\_\_\_, and recorded in Map Slide \_\_\_\_ of the Town of Georgia Land Records (the "Plan").

It is an express condition of this conveyance and the acceptance thereof that the premises herein conveyed to the Town of Georgia are to be used solely for recreational purposes, excluding all commercial use. Recreational purposes being interpreted as those purposes which will promote the good of the people of the Town of Georgia, it being the aim and objective of Grantors and Grantees herein that said property be maintained in their present condition if possible, but if necessary for development, that the same be limited to recreational purposes for the people of the Town of Georgia. This condition shall run with the land and shall be recited in full in any future deed of conveyance of the subject property.

Also included with this conveyance is a right of ingress and egress over and across a twenty foot (20') wide strip of land beginning at the easterly sideline of Deer Brook Drive so-called, on Lot 1 and proceeding in a northeasterly direction across Lot 1 to the westerly sideline of lot conveyed herein, all as shown on the aforementioned Plan as

"Gated 20 FT. Access Easement in Favor of the Town of Georgia." This easement shall be for municipal purposes only and is not intended for use by the general public.

Grantor hereby reserves for itself, and its successors and assigns, two (2) easements for storm water drainage across the property herein conveyed, depicted as "20 FT Wide Drainage Easement" and "30 FT Drainage Easement in Favor of Bryce Realty & James and Janet Harrison" on the aforementioned Plan. Included in the foregoing easements and rights-of-way is the right of the Grantor to enter the premises for the purpose of installing, maintaining, repairing and replacing subsurface storm drainage pipelines and appurtenances at the sole cost of the Grantor, its successors and assigns, and the Grantor, its successors and assigns, shall restore the surface of the premises as may be disturbed in the course of maintaining, repairing and replacing said storm drainage pipelines and appurtenances to its condition prior to each such entry at Grantor's sole cost. Also included is the right of surface drainage across the said easements.

Included in the "20 FT. Wide Drainage Easement" is the right of access to lay, maintain and retract a temporary pipeline on the surface of the easement for the purposes of filling the fire suppression system water storage facility on the premises of the Grantors. Said temporary pipeline shall be laid across said easement area only for such amount of time as is necessary to fill the aforementioned water storage facility and shall be immediately retracted thereafter. Also included in the "20' Wide Drainage Easement" is the right to install, maintain, repair and replace a subsurface permanent pipeline in lieu of the temporary pipeline referred to above, for the purpose of serving the said fire suppression water storage facility. Grantor, its successors and assigns, shall indemnify and hold Grantee harmless against all risks of damage, loss, injury or otherwise which may occur in whole or in part because of Grantor's use of said temporary or permanent pipeline within the easement area. Grantor shall be responsible for obtaining and/or complying with all permits or other forms of government approval which are necessary in connection with the use of said temporary or permanent pipeline.

Being a portion of the lands and premises conveyed to Harrison Sand, Inc. by Quitclaim Deed of James and Janet Harrison, dated August 20, 1997 and recorded in Volume 116, Page 364 of the Town of Georgia Land Records.

The within conveyed land is subject to utility easements of record and flowage rights held by Central Vermont Public Service Corporation.

STITZEL, PAGE &  
FLETCHER, PC  
ATTORNEYS AT LAW

100 BATTERY STREET  
BOX 1507  
WILMINGTON VERMONT  
05397-0507

This conveyance is subject to the terms and conditions of the State of Vermont Land Use Permit #6F0489-2, dated January 25, 2000 and recorded in Volume \_\_\_\_, Page \_\_\_\_ of the Town of Georgia Land Records.

Reference is hereby made to the above-mentioned deeds, and records and references therein contained in furtherance of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Town of Georgia, and its successors and assigns, to its own use and behoof forever; and Grantor, Harrison Sand, Inc., for itself and its successors and assigns, covenant with the said Grantee, the Town of Georgia, and its successors and assigns, and until the ensealing of these presents it is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that it is free from every encumbrance, except as herein above-mentioned or referred to; it hereby engages to Warrant and Defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Janet Harrison, as duly authorized agent of Harrison Sand, Inc. hereunto sets its hand and seal this 21 day of September, 2000.

IN THE PRESENCE OF:

HARRISON SAND, INC.

*Kimberly Fielding*  
Witness

By:

*Janet C. Harrison*  
Janet Harrison, as duly authorized agent

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

Georgia Town Clerks Office  
Filed for record 10-10-2000 A.D.  
at 10 o'clock 55 minutes A.M.  
Recorded in Book 127 Page 585-88  
Attest *Judith W. Greene*  
GEORGIA TOWN CLERK 3

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
- ACKNOWLEDGMENT -  
Return Rec'd. -- Tax Paid -- Board of Health Cert. Rec'd. --  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. GA-00-135  
Signed *Judith W. Greene*  
Date 10-10-2000  
GEORGIA TOWN CLERK

588

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Milton VT, in said County, this 31 day of September, 2000, Janet Harrison, as Duly authorized agent of HARRISON SAND, INC., personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of HARRISON SAND, INC.

Before me, Kevin A. Callan  
Notary Public  
My Commission Expires: 2-10-03

gea001C.clean.rea

STITZEL, PAGE &  
FLETCHER, PC.  
ATTORNEYS AT LAW

171 BATTERY STREET  
PO BOX 1507  
BURLINGTON, VERMONT  
05402-1507



### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT **HARRISON SAND, INC.**, a Corporation formed and organized under the laws of the State of Vermont, with its principal place of business in the Town of Georgia, in the County of Franklin and State of Vermont, Grantor, in consideration of TEN AND MORE DOLLARS(\$10.00) paid to its full satisfaction by **BRYCE REALTY, INC.**, a Corporation formed and organized under the laws of the State of Vermont, with its principle place of business in Fairfax, in the County of Franklin and State of Vermont, Grantee, by these presents do freely, GIVE, GRANT, CONVEY and CONFIRM unto the said Grantee, **BRYCE REALTY, INC.**, and its, successors, heirs and assigns forever, a certain piece of land in the Town of Georgia, County of Franklin and State of Vermont, described as follows, viz:

Being a vacant parcel of land comprised of 16.956 acres, more or less, located on the northerly side of Vermont Route 104A in the Town of Georgia, and shown and depicted as Lot #6 on a certain Map Of Subdivision entitled "James & Janet Harrison" dated November 30, 1999, prepared by Cross Consulting Engineers, P.C. and bearing the seal and signature of Peter H. Cross, P.E. (CE) and recorded in Map Slide #48 of the Town of Georgia Land Records.

Reference is hereby made to the above referenced survey map for a more particular description of the metes and bounds of the said Lot #6. Reference is made to the following easements and rights of way which may affect the subject premises:

a) a certain 30 foot drainage easement as shown and depicted on said map in favor of Bryce Realty and James and Janet Harrison;

b) an Easement granted to N.E.T.&T. Co. d/b/a Bell Atlantic New England dated November 25, 1998 and recorded in Book 117, Page 348;

c) an Easement granted to the Town of Georgia over a 20 foot strip dated May 5, 2000 and recorded in Book 127, Page 593. Said right-of-way is for a pedestrian access to lands owned by the Town of Georgia;

d) property is subject to a certain flowage rights granted to Public Electric Light Co. dated August 13,m 1937 and recorded in Book 22, Page 285; and

e) property is subject to an Easement over a 20 foot strip of land for purposes of ingress and egress for municipal purposes only and not intended for use by the general public. Said easement is conveyed in a Warranty Deed dated September 21, 2000 and recorded in Book 127, Page 585.

The within conveyed premises are subject to a Declaration of Covenants, Conditions and Restrictions of the Harrison Industrial Park dated March 13, 2000 and recorded in Book 125, Page 68 of the land records of the Town of Georgia.

The within conveyed premises are subject to the terms and conditions of Land Use Permit #6F0489 dated November 28, 1995 and recorded in Book 102, Page 264; #6F0489-1 dated September 3, 1997 and recorded in Book 110, Page 172; #6F0489-1A dated February 5, 2002 and recorded in Book 139, Page 150; and Subdivision Permit #EC-6-2048 dated January 19, 2000 and recorded in Book 124, Page 195.

Being a portion of the lands and premises as conveyed to Harrison Sand, Inc. by Quit Claim Deed of James A. Harrison and Janet Harrison dated August 20, 1997 and recorded in Book 110, Page 364 of the Town of Georgia Land Records.

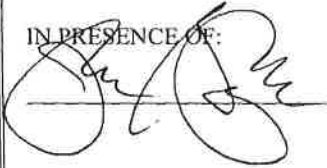
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TO HAVE AND TO HOLD said granted premises with all privileges and appurtenances thereof, to the said Grantee, **BRYCE REALTY, INC.**, and its successors and assigns, to its own use and behoof forever; and the said Grantor, **HARRISON SAND, INC.**, for itself and its heirs, successors, executors and administrators does covenant with the said Grantee, **BRYCE REALTY, INC.**, its successors and assigns, that until the ensealing of these presents it is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are free from every encumbrance, except for existing easements, restrictions, and rights of way of record and as aforesaid; provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27,

V.S.A.; and it hereby engages to warrant and defend the same against all lawful claims  
whatever.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 10th day of  
September, A.D. 2002.

IN PRESENCE OF:



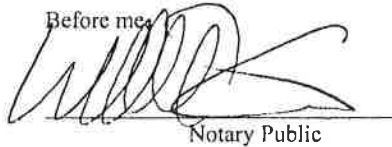
HARRISON SAND, INC.

By: Janet A. Harrison  
its Duly Authorized Agent

STATE OF VERMONT  
FRANKLIN COUNTY, SS.

At St. Albans, this 10th day of September, A.D. 2002, Janet A. Harrison, duly  
authorized agent of Harrison Sand, Inc., personally appeared, and she acknowledged this  
instrument, by her sealed and subscribed, to be her free act and deed and the free act and  
deed of Harrison Sand, Inc.

Before me:



Notary Public

Georgia Town Clerks Office  
Rec'd for record September 12, 2002 A.D.  
at 1 o'clock 30 minutes P M.  
Recorded by Book 144 Page 23-25  
Attest Shawn K. Kane Town Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
- ACKNOWLEDGMENT -  
Return Rec'd. - Tax Paid - Board of Health Cert. Rec'd. -  
vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. GA-02-121  
Signed Shawn K. Kane Clerk  
Date September 12, 2002

KIRK & ASSOCIATES  
ATTORNEYS AT LAW  
TWO NORTH MAIN ST.  
SUITE 3  
ST. ALBANS, VERMONT  
05478-1665

Assignment of Easement  
Book 195 Pages 631-659

# RIGHT-OF-WAY EASEMENT ON PRIVATE PROPERTY

I/We, BRYCE REALTY, INC. hereinafter called the Grantor, of GEORGIA, County of FRANKLIN, State of Vermont, in consideration of ONE DOLLAR (\$1.00) and other valuable considerations, to us paid by VERIZON NEW ENGLAND, INC., a corporation duly organized under the laws of the State of New York and CENTRAL VERMONT PUBLIC SERVICE CORPORATION, duly organized under the laws of the State of Vermont, hereinafter called the Grantees, receipt of which is hereby acknowledged, does hereby grant unto the said Grantees, their successors and assigns, the right to install, maintain, replace and remove, poles, anchor guys, wires and cables, and necessary trimming that will support electric and telephone wires, cables and fixtures, said poles, anchor guys, wires and cables being located on my/our land in the Town of Georgia, County of Franklin and State of Vermont, the location of said facilities being more particularly described as follows:

Said line to enter from Pole #114B7 located on the southerly side of Bryce Boulevard and then proceeding in a easterly direction for a distance of approximately 452' terminating at Pole #114B9. The width of the above described easement shall be 25' centered on the placement of the line by the Grantee.

To have and hold the above granted rights and privileges in, upon and over said premises to the said Grantees, their successors and assign, for their own use and behoof forever.

And we do hereby for ourselves and our heirs, executors and administrators, covenant with the said grantees and their successors and assigns, that we are lawfully seized in fee simple of the aforesaid premises, that we have good right to sell and convey the rights as aforesaid and that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantees and their successors and assigns forever against the lawful claims and demands of all persons.

Witness my hand and common seal this 15<sup>th</sup> day of JUNE, 2004.

Witness

[Signature] L.S.

STATE OF VERMONT  
COUNTY OF FRANKLIN

JUNE 15, 2004

Then personally appeared the above named JAMES BRYCE and acknowledged this instrument to be his free act and deed.

My Commission Expires

Before Me

10 FEB 07

[Signature]  
Notary Public

Georgia Town Clerks Office  
Rec'd for record JUNE 22 2004 AD  
11 00 A 11  
Recorded 165 8  
Attest [Signature] Town Clerk

FRANKLIN  
04-147