

District 8
Certcode 0614-0

**CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2020**

Fill out form, make and file copy with the Town Clerk, and mail ORIGINAL, before February 20, 2020 to:
Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section
219 N. Main Street, Barre, VT 05641.

We, the members of the legislative body of **SHELDON** in **FRANKLIN** County
on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305,
added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	0.000				0.000
Class 2	15.990				0.000
Class 3	28.87				0.000
State Highway	15.811				0.000
Total	60.671				0.000

* Class 1 Lane 0.000
 * Class 4 2.46 0.28 2.74 0.000 S.M.
 * Legal Trail 2.06

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total. S. Moulton 2020-3-10

Notes and totals by S.Moulton 2020-3-10

S.M.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

1. NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".

+ 0.13 mi CL 4 Frontage Rd TH-55
+ 0.15 mi CL 4 Fern Ledge Rd TH-56

2. DISCONTINUED: Please attach SIGNED copy of proceedings (minutes of meeting).

3. RECLASSIFIED/REMEASURED: Please attach SIGNED copy of proceedings (minutes of meeting).

4. SCENIC HIGHWAYS: Please attach a copy of order designating/discontinuing Scenic Highways.

Received

FEB 21 2020

Policy, Planning & Intermodal
Development Division

IF THERE ARE NO CHANGES IN MILEAGE: Check box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Selectmen/ Aldermen/ Trustees Signatures:

Am Steinhilber
Jo Todd
Trust

T/C/V Clerk Signature:

Lynburke DeGross

Date Filed:

2/17/2020

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL:

Signed copy will be returned to T/C/V Clerk.

APPROVED:

E-SIGNED by Johnathan Croft
on 2020-07-09 12:53:29 EDT
Representative, Agency of Transportation

DATE: July 09, 2020

Vermont Statutes Annotated

19 V.S.A. § 305. Measurement and inspection

§ 305. Measurement and inspection

(a) After reasonable notice to the selectboard, a representative of the agency may measure and inspect the class 1, 2, and 3 town highways in each town to verify the accuracy of the records on file with the agency. Upon request, the selectboard or their designee shall be permitted to accompany the representative of the agency during the measurement and inspection. The agency shall notify the town when any highway, or portion of a highway, does not meet the standards for its assigned class. If the town fails, within one year, to restore the highway or portion of the highway to the accepted standard, or to reclassify, or to discontinue, or develop an acceptable schedule for restoring to the accepted standards, the agency for purposes of apportionment under section 306 of this title shall deduct the affected mileage from that assigned to the town for the particular class of the road in question.

(b) Annually, on or before February 10, the selectboard shall file with the town clerk a sworn statement of the description and measurements of all class 1, 2, 3, and 4 town highways and trails then in existence, including any special designation such as a throughway or scenic highway. When class 1, 2, 3, or 4 town highways, trails, or unidentified corridors are accepted, discontinued, or reclassified, a copy of the proceedings shall be filed in the town clerk's office and a copy shall be forwarded to the agency.

(c) All class 1, 2, 3, and 4 town highways and trails shall appear on the town highway maps by July 1, 2015.

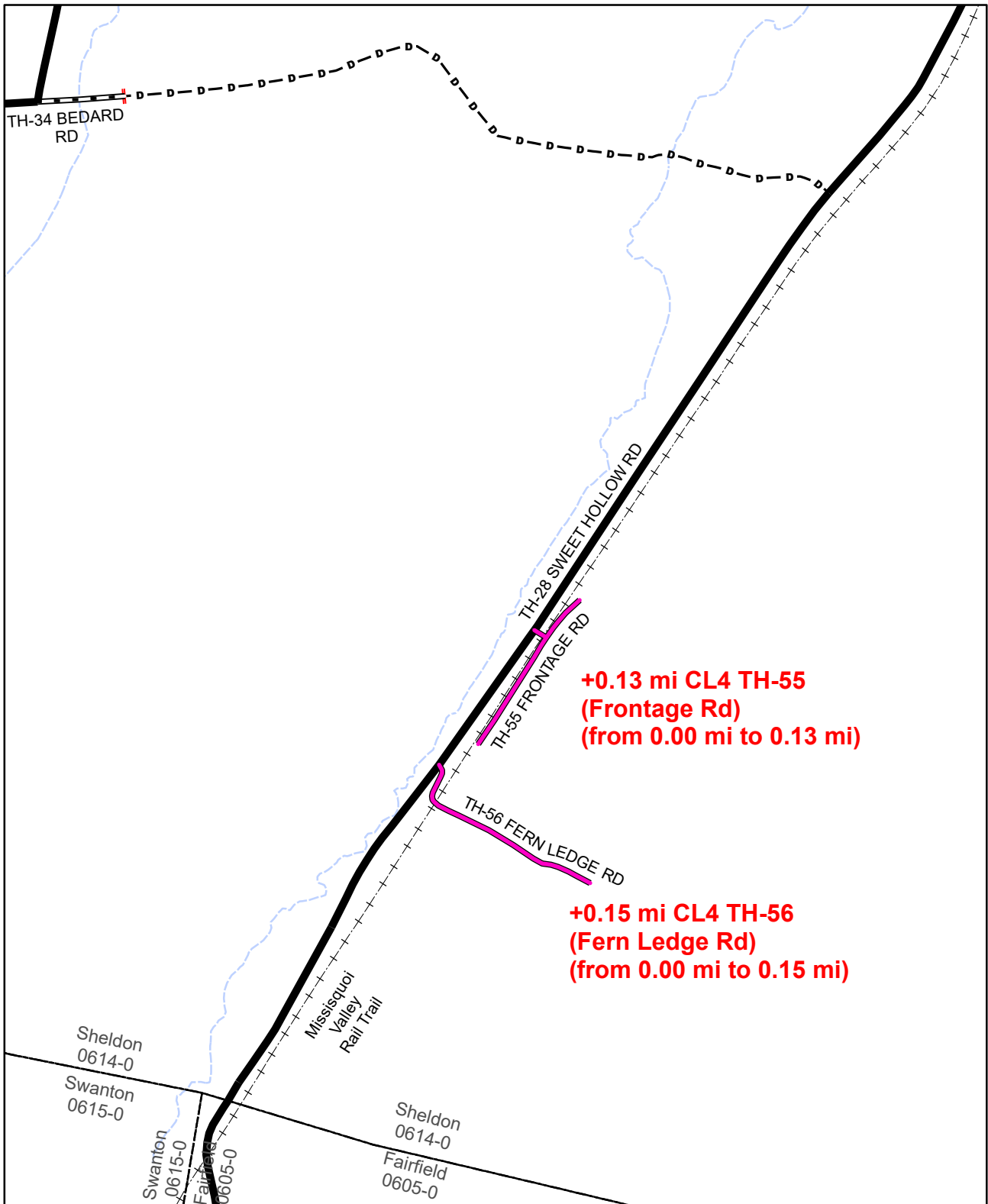
(d) At least 45 days prior to first including a town highway or trail that is not clearly observable by physical evidence of its use as a highway or trail and that is legally established prior to February 10, 2006 in the sworn statement required under subsection (b) of this section, the legislative body of the municipality shall provide written notice and an opportunity to be heard at a duly warned meeting of the legislative body to persons owning lands through which a highway or trail passes or abuts.

(e) The agency shall not accept any change in mileage until the records required to be filed in the town clerk's office by this section are received by the agency. A request by a municipality to the agency for a change in mileage shall include a description of the affected highway or trail, a copy of any surveys of the affected highway or trail, minutes of meetings at which the legislative body took action with respect to the changes, and a current town highway map with the requested deletions and additions sketched on it. A survey shall not be required for class 4 town highways that are legally established prior to February 10, 2006. All records filed with the agency are subject to verification in accordance with subsection (a) of this section.

(f) The selectboard of any town who are aggrieved by a finding of the agency concerning the measurement, description, or classification of a town highway may appeal to the transportation board by filing a notice of appeal with the executive secretary of the transportation board.

(g) The agency shall provide each town with a map of all of the highways in that town together with the mileage of each class 1, 2, 3, and 4 highway, as well as each trail, and such other information as the agency deems appropriate.

Excerpt of 19 V.S.A. § 305 - *Measurement and inspection* from Vermont Statutes Online located at – <https://legislature.vermont.gov/statutes/section/19/003/00305>

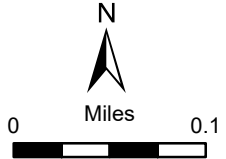


**+0.13 mi CL4 TH-55
(Frontage Rd)
(from 0.00 mi to 0.13 mi)**

**+0.15 mi CL4 TH-56
(Fern Ledge Rd)
(from 0.00 mi to 0.15 mi)**

**Mileage Certificate Change 2020
SHELDON
(CERTCODE: 0614-0)**

Mapping Section
Division of Policy, Planning and Intermodal Development
Vermont Agency of Transportation -- March 10, 2020



Moulton, Sara

From: Sheldon Town Clerk <tc@sheldonvt.com>
Sent: Monday, March 9, 2020 2:04 PM
To: Moulton, Sara
Subject: RE: Sheldon New Town Highway

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Thank you.

From: Moulton, Sara <Sara.Moulton@vermont.gov>
Sent: Monday, March 09, 2020 1:33 PM
To: Sheldon Town Clerk <tc@sheldonvt.com>
Cc: Alley, Kerry <Kerry.Alley@vermont.gov>
Subject: RE: Sheldon New Town Highway

It looks like there was a mix up in our office during the last Mileage Certificate season and Frontage Road did not get added. We found the documentation for it and will include it with this year's process. So, both Frontage Road and Fern Ledge Road will be added to the 2020 Town Highway Map.

Thank you for your patience with this.

Sara Moulton

From: Sheldon Town Clerk <tc@sheldonvt.com>
Sent: Monday, March 9, 2020 12:56 PM
To: Moulton, Sara <Sara.Moulton@vermont.gov>
Subject: RE: Sheldon New Town Highway

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Frontage Rd should have been added last year. But is not on the map.

Fern Ledge is new this year.

From: Moulton, Sara <Sara.Moulton@vermont.gov>
Sent: Monday, March 09, 2020 12:38 PM
To: Sheldon Town Clerk <tc@sheldonvt.com>
Subject: RE: Sheldon New Town Highway

Just to double-check --

Fern Ledge Rd: this is the only highway that should be added as part of the 2020 Mileage Certificate

Frontage Rd: is not to be added as part of the 2020 Mileage Certificate process.

Is the above correct?

Sara Moulton

From: Sheldon Town Clerk <tc@sheldonvt.com>
Sent: Monday, March 9, 2020 12:26 PM
To: Moulton, Sara <Sara.Moulton@vermont.gov>
Subject: RE: Sheldon New Town Highway

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Sara,

Yes. Frontage Rd was added last year but, was not on the Map this year. Fern Ledge is being added this year.

Let me know if more clarification is needed.

Thanks,
Kim

From: Moulton, Sara <Sara.Moulton@vermont.gov>
Sent: Monday, March 09, 2020 9:31 AM
To: Sheldon Town Clerk <tc@sheldonvt.com>
Subject: Sheldon New Town Highway

Attn: Kimberly Dufresne, Sheldon Town Clerk,

I am processing Sheldon's 2020 Certificate of Highway Mileage and have a question about it. You enclosed a copy of an agreement regarding Fern Ledge Road (Vol 130 Pg 120-126), but the Certificate of Opening you enclosed is for Frontage Rd. Also, the Right of Way plat (Vol 130 Pg 119) that was enclosed appears to be for Frontage Road.

I am not sure if you want to add two highways (Fern Ledge Rd and Frontage Rd) or just one. I would appreciate any clarification you could provide. Thank you.

Sara Moulton, GISP | AOT GIS Professional III
Vermont Agency of Transportation
219 N. Main St | Barre, VT 05641
sara.moulton@vermont.gov
<http://vtrans.vermont.gov/planning/maps>

**CERTIFICATE of COMPLETION and OPENING
of a HIGHWAY for PUBLIC TRAVEL**

VTrans Use Only	
Certificate Year:	<u>2020</u>
Highway Class:	<u>4</u>
Town Highway #:	<u>55</u>
Mileage:	<u>0.13</u>

Kimberlee Dufresne, Town Clerk of the Town of
(Clerk's Name) (City/Town/Village) (City/Town/Village)
Sheldon, Vermont.
(City/Town/Village Name)

Pursuant to Title 19, V.S.A., Chapter 7, this is to certify that the following described section of Class
(1,2,3 or 4)
 Highway in the Town of Sheldon was COMPLETED AND OPENED
(City/Town/Village) (City/Town/Village Name)
 FOR PUBLIC TRAVEL on May 15, 2018.
(Month - Day) (Year)

DESCRIPTION OF RIGHT OF WAY:
 (Include road name and intersecting town highway numbers)

Frontage Rd.

and as shown on a Highway Map of the Town of Sheldon,
(City/Town/Village) (City/Town/Village Name)
 dated May 29, 2018, and filed in Book 130 on page 120 of the Records of
(Month - Day) (Year) (Book #) (Page #)
 the Town of Sheldon by the Town Clerk of said Sheldon
(City/Town/Village) (City/Town/Village Name) (City/Town/Village) (City/Town/Village)
 incorporated herein by reference and attested to on said map by said Town Clerk.
(City/Town/Village)

Dated at Sheldon, County of Franklin and State of Vermont,
(City/Town/Village Name) (County Name)
 this 29 day of May, A.D., 2018.
(Date - Day) (Date - Month) (Date - Year)

[Signature]
(Selectman/Alderman/Trustee Signature)
[Signature]
(Selectman/Alderman/Trustee Signature)
[Signature]
(Selectman/Alderman/Trustee Signature)

[Signature]
(Selectman/Alderman/Trustee Signature)
[Signature]
(Selectman/Alderman/Trustee Signature)
[Signature]
(Selectman/Alderman/Trustee Signature)

BOARD
 OF
 SELECTMEN,
 ALDERMAN,
 or TRUSTEES

(Manager/Mayor Signature)
 and the Manager/Mayor of the City/Town/Village of _____
(City/Town/Village Name)

Sheldon, VERMONT May 29, 2018
(City/Town/Village Name) (Month - Day) (Year)

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 4 HIGHWAY COMPLETED AND OPENED
(1,2,3 or 4)
 FOR PUBLIC TRAVEL, RECORDED IN BOOK 130 ON PAGE 120 OF THE Land RECORDS
(Book #) (Page #)
 OF THE Town OF Sheldon ON THE 29 DAY OF May,
(City/Town/Village) (City/Town/Village Name) (Date - Day) (Date - Month)
2018, AT 9:46 O'CLOCK, A.M.
(Date - Year) (Time) (A or P)

ATTEST: Kimberlee Dufresne
(Clerk's Name)
Town CLERK OF Sheldon, VERMONT
(City/Town/Village) (City/Town/Village Name)

Alley, Kerry

From: Sheldon Town Clerk <tc@sheldonvt.com>
Sent: Wednesday, February 13, 2019 11:02 AM
To: Alley, Kerry
Subject: Frontage Rd
Attachments: SKM_C30819021311121.pdf

Good morning Kerry,

Please see attached agreement and mylar for the Frontage Rd off from Sweet Hollow Rd..

Thanks,
Kim

Kimberlee Dufresne
Town Clerk/ Treasurer
1640 Main St.
Sheldon, VT 05483
Tel: 802-933-2524
Fax: 802-933-4951

From: Sheldon Town Clerk <tc@sheldonvt.com>
Sent: Wednesday, February 13, 2019 10:57 AM
To: Sheldon Town Clerk <tc@sheldonvt.com>
Subject: Message from KM_C308

18765

Sheldon, VT Received For Record
ON May 29, 2018 AT 09:45A
Recorded In Vol: 130 PG: 112

Received for record May 29 2018
At _____ o'clock _____ M. and recorded in
Sheldon Land Records, Vol. _____ Page _____

Town Clerk

Kimberlee Dufresne
Town Clerk

**AGREEMENT
BETWEEN
STATE OF VERMONT
AND
TOWN OF SHELDON
REGARDING
NORTHERN CROSSING AND FRONTAGE ROAD**

THIS AGREEMENT, made and concluded this 15 day of MAY, 2018, by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at National Life Building, One National Life Drive, Montpelier, Vermont 05633-5001 (the "STATE"), and the Town of Sheldon, a municipal corporation with its principal place of business at 1640 Main Street, Sheldon, Vermont 05483 (the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the STATE is the owner of a line of railroad extending through the Town of Sheldon ("the Line"), described more particularly in the October 11, 1990 Quit-Claim Deed from the Central Vermont Railway, Inc., Grantor, to the State of Vermont, Grantee, which is recorded in the Sheldon land records at Book 47, Pages 213-216, having been received for record on November 26, 1990; and

WHEREAS, in *Central Vermont Railway, Inc. - Abandonment Exemption - In Franklin County, VT*, Docket No. AB-174 (Sub-No. 2X) (ICC, served June 29, 1990), the former Interstate Commerce Commission authorized rail banking and interim trail use of the St. Albans-Sheldon Junction segment of the Line; and

WHEREAS, a Class 3 town highway of the MUNICIPALITY, known as Sweet Hollow Road (Town Highway #28) runs parallel to and northwesterly of a segment of the Line; and

WHEREAS, a private road known as Frontage Road presently extends southwesterly from the southeasterly boundary of Sweet Hollow Road (Town Highway #28) across the Line at a location depicted as the "Existing Crossing Easement" on the Right of Way Plat Town of Sheldon, Missisquoi Valley Rail Trail prepared for the State of Vermont Agency of Transportation by VHB dated April 30, 2018 ("the Plat") attached hereto; and

WHEREAS, the MUNICIPALITY, to resolve questions of legal access to properties accessed by the Northern Crossing and frontage road, now desires to accept Frontage Road as a Class 4 town highway ("the Project"); and

WHEREAS, the STATE, subject to the terms of this Agreement, wishes to cooperate with the MUNICIPALITY to advance the Project;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and

Town of Sheldon
Northern Crossing and Frontage Road
MVRT, V-8D/7, 365 +13.5
Page 1 of 7

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Inst: 00000176

premises herein set forth, the parties agree as follows:

1. Dedication and Acceptance of the Northern Crossing and frontage road. The STATE dedicates, and the MUNICIPALITY, in accordance with 19 V.S.A. Chapter 7 (Laying out, discontinuing, and reclassifying highways), hereby accepts an easement in and to Frontage Road, that portion crossing the Line, so that Frontage Road ("the Crossing") will become a public crossing. Frontage Road is depicted on the Plat in light gray, and the dark gray area is not dedicated or accepted

The parties agree and understand that the MUNICIPALITY is classifying Frontage Road as a Class 4 town highway. The parties further agree and understand that the MUNICIPALITY, because of special considerations involving the Northern Crossing and frontage road, may choose to establish a Special Assessment District or other financing mechanism for allocating maintenance costs among the properties located on Frontage Road which will be served by the Crossing. Nonetheless, the MUNICIPALITY, vis-à-vis the STATE, will have the same responsibility for the Crossing as for any other public highway crossing within its boundaries involving a town highway, subject to the provisions of this Agreement. The MUNICIPALITY will complete improvements to Frontage Road to bring it up to Class 4 standards by June 30, 2018.

2. Description of the Crossing. The Crossing is described as follows:

Located across the Line in the Town of Sheldon, County of Franklin and State of Vermont, at CVR Valuation Station 365 +13.5 (CVR Milepost 6.92).

In aid of the description set forth above, reference may be had to a valuation map, prepared in accordance with standards prescribed by the former Interstate Commerce Commission, entitled in part:

RIGHT-OF-WAY AND TRACK MAP
CENTRAL VERMONT RAILWAY COMPANY
OPERATED BY THE
CENTRAL VERMONT RAILWAY COMPANY
SCALE 1" = 100' DATED JUNE 30, 1917

which is numbered V-8D/7.

3. Necessity. The STATE stipulates that the public good, necessity, and convenience of the inhabitants of Sheldon require the acceptance of Frontage Road as a town highway as set forth above. The STATE also agrees that it will not challenge the acceptance of Frontage Road as a town highway in any forum.

4. Waiver of Appraisal and Compensation. The STATE acknowledges and agrees:

Town of Sheldon
Northern Crossing and Frontage Road
MVRT, V-8D/7, 365 +13.5
Page 2 of 7

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- (a) It has been informed of its right to receive just compensation based upon an appraisal for property and/or rights to be acquired from it by the MUNICIPALITY for the Project;
- (b) It has been informed of the full effect of the Project on its property; and
- (c) It has been duly informed of any and all their rights and eligibility under the "Uniform Relocation and Assistance and Land Acquisition Policies Act of 1970," as amended.

Having been so informed, the STATE hereby waives its rights to appraisal, compensation, payments and/or other benefits to which the STATE would be entitled as a result of the MUNICIPALITY's acceptance of Frontage Road as a town highway.

5. Federal Railroad Administration (FRA) Crossing Inventory. The STATE will take any necessary action to notify the FRA to update its Highway-Rail Crossing Inventory to reflect that the legal status of the Crossing is now that of a public crossing.

6. Inspection, Maintenance and Rehabilitation of the Crossing. The MUNICIPALITY shall be responsible for inspection, maintenance and rehabilitation of the Crossing in the same manner as for other public crossings along the Line, subject to generally applicable federal and state statutes and rules governing inspection, maintenance and rehabilitation of public crossings along the Line. The MUNICIPALITY shall be responsible for compliance with the *Manual on Uniform Traffic Control Devices (MUTCD)* at the Crossing and its approaches.

7. Reconstruction; Restoration of Rail Service; Automatic Warning Devices.

- (a) The MUNICIPALITY agrees to assume the expense of labor, equipment, materials, etc., necessary to reconstruct in part or in total, the Crossing and approaches if they become worn out or become obsolete by reason of use, age, changes in standards, damage, or to accommodate restoration of rail service.
- (b) The MUNICIPALITY acknowledges that the Line is railbanked and subject to future restoration of rail service.
- (c) Should installation of automatic warning devices and/or automatic gates at the Crossing ever be deemed necessary by the STATE, or required by the Transportation Board, the Federal Railroad Administration, or other competent authority, then the MUNICIPALITY will be fully responsible for the costs of installing, maintaining, and inspecting all such devices, as well as for the costs of subsequent replacements after the original installation becomes obsolete.

8. Entire Agreement. This Agreement constitutes the entire agreement

Crossing pursuant to this Agreement.

- (c) The MUNICIPALITY shall defend the STATE and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the MUNICIPALITY or of any agent of the MUNICIPALITY. The STATE shall notify the MUNICIPALITY in the event of any such claim or suit, and the MUNICIPALITY shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.
- (d) After a final judgment or settlement, the MUNICIPALITY may request recoupment of specific defense costs and may file suit in Superior Court, Washington Unit, Civil Division requesting recoupment. The MUNICIPALITY shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the MUNICIPALITY.
- (e) The MUNICIPALITY shall indemnify the STATE and its officers and employees in the event that the STATE or its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the MUNICIPALITY.

11. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

12. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

13. Recording. The MUNICIPALITY, at its own expense, will be responsible for recording this Agreement in the Sheldon land records.

*** [Signature pages follow] ***

between the parties relating to conversion of the Crossing to a public crossing, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing between the parties relating to this subject matter and is subject to no understandings, conditions or representations other than those expressly stated herein. This Agreement may only be modified by a writing, which states that it modifies or amends this Agreement, and which is signed by all parties.

9. Utilities; Flagging and Inspection Services. The parties agree and understand that the STATE excepts and reserves the right to license use of the STATE-owned railroad right-of-way by utilities, including but not limited to municipal utilities, and that any such utilities may also need to obtain permits and approvals from the MUNICIPALITY for use of its town highway right-of-way. In addition, the parties agree and understand that the MUNICIPALITY and/or its contractor, in connection with future projects for rehabilitation of or improvements to the Crossing, may need to enter into one or more agreements with the STATE regarding project-related matters, including but not limited to flagging and inspection services.

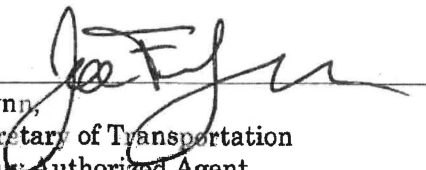
10. Independence; Waiver of Liability; Defense and Indemnification.

- (a) The MUNICIPALITY will act in an independent capacity and not as an officer or employee of the STATE.
- (b) The MUNICIPALITY acknowledges that the proposed Crossing is being requested for the MUNICIPALITY's advantage and does not involve the STATE's performance of its duties to the public. The MUNICIPALITY further acknowledges that installation and use of the proposed Crossing by the MUNICIPALITY will expose the STATE to additional liability to which it would not otherwise be exposed. Accordingly, the MUNICIPALITY agrees that the STATE shall not be liable for injury or death of the MUNICIPALITY or any agent of the MUNICIPALITY or for loss or destruction of or damage to any property of the MUNICIPALITY or any agent of the MUNICIPALITY while upon, about, or in the use of the Crossing. Further, the MUNICIPALITY hereby agrees to defend, indemnify, and save harmless the STATE from and against any and all claims, liability, demands, causes of action, cost, or expense resulting directly or indirectly from any injury to or death of persons, or loss or destruction of or damage to property, and from all claims, demands, liability, or causes of action, cost or expense, resulting directly or indirectly from the installation, maintenance, presence, or use of the Crossing, irrespective of any negligence on the part of the STATE or its agents or employees. Without limiting the foregoing, it is agreed that this covenant of defense and indemnification shall apply to all cases of loss, damage, injury, death, cost, or expense for which any party to this Agreement may or shall be liable. For the purpose of this Agreement, all persons using the crossing shall be deemed agents of the MUNICIPALITY. Without limiting the foregoing, the above duty to defend, hold harmless, and indemnify the STATE shall include any and all damages that may result to any person whatsoever as a result of termination and closure of the

IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed, this 15th day of May, 2018, Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("STATE")

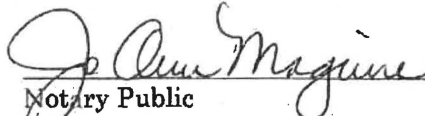
By:


Joe Flynn,
Its Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 15th day of May, 2018, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the STATE OF VERMONT subscribed, to be his free act and deed and the free act and deed of the STATE OF VERMONT.

Before me,


Notary Public
(My commission expires Feb. 10, 2019)

APPROVED AS TO FORM:

DATED: 5/15/2018


ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the TOWN OF SHELDON has caused this instrument to be subscribed by Gregory Stebbins, Stephen Dodd, and Mark Churchill, members of its Selectboard and its duly authorized agents, this 14th day of MAY, 2018.

TOWN OF SHELDON
("MUNICIPALITY")

By: Gregory M Stebbins
Gregory Stebbins, Selectboard Member and
Duly Authorized Agent

By: Stephen Dodd
Stephen Dodd, Selectboard Member and
Duly Authorized Agent

By: _____
Mark Churchill, Selectboard Member and
Duly Authorized Agent

STATE OF VERMONT)
FRANKLIN COUNTY, ss.)

At Sheldon, this 14th day of MAY, 2018, personally appeared Gregory Stebbins, Stephen Dodd, and Mark Churchill and acknowledged the foregoing instrument, by them as Selectboard members and duly authorized agents of the Town of Sheldon subscribed, to be their free act and deed and the free act and deed of the Town of Sheldon.

Before me,

Miriam L. Moore
Notary Public
(My commission expires 02/10/2019)

VOL: 130 PG: 118
Inst: 00000176

MAP REFERENCES

1) THIS PLAT IS THE RESULT OF RESEARCH PERFORMED AT THE TOWN OF SHELDON LAND RECORDS, AND A FIELD SURVEY CONDUCTED BY VHB IN APRIL 2018.

2) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE VERMONT STATE PLANE COORDINATE SYSTEM, MAD83(2011) AND ARE BASED ON REAL TIME NETWORK CONNECTION TO THE VERMONT VIRTUAL REFERENCE STATION. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

3) ANY EXISTING RIGHTS OR EASEMENTS NOT SHOWN, ARE NOT RELINQUISHED OR ABANDONED BY THIS ACTION.

4) THE PURPOSE OF THIS PLAT IS TO:

A. RESURVEY A PORTION OF THE RIGHT OF WAY LIMITS OF THE FORMER VERMONT CENTRAL RAIL WAY, MISSISQUOI BRANCH, RIGHT OF WAY AS SHOWN ON MAP REFERENCE 1.

B. ESTABLISH THE LIMITS AND WIDTH OF A PROPOSED CLASS 4 TOWN HIGHWAY.

5) ABUTTING PROPERTY LINES WERE COMPILED FROM MAP REFERENCE 2, DEEDS AND PHYSICAL EVIDENCE, AND ARE APPROXIMATE ONLY.

6) THE PROJECT BASELINE STATIONING SHOWN HEREON IS REFERENCED TO THE STATIONING SHOWN ON MAP REFERENCE 1 AND IS BASED ON THE BOX CULVERT LOCATED AT STATION 361+33.

7) THE FORMER VERMONT CENTRAL RAIL WAY, RICHFORD SUBDIVISION, WAS CONVEYED TO THE STATE OF VERMONT BY THE CENTRAL VERMONT RAILWAY, INC. AND IS RECORDED AT THE SHELDON TOWN LAND RECORDS IN BOOK 47, PAGE 213. THE LINE IS SUBJECT TO NOTICE OF INTERIM TRAIL USE (NTU) ISSUED BY THE FORMER INTERSTATE COMMERCE COMMISSION UNDER THE NATIONAL TRAILS SYSTEMS ACT, 16 U.S.C. §1247(d); CENTRAL VERMONT R.W., INC. ABANDONMENT EXEMPTION IN FRANKLIN COUNTY, VT, DOCKET NO. AB-174 (SUB-NO. 2X) (ICC, SERVED JUNE 29, 1990).

8) A PORTION OF THE TRAVELED WAY OF SWEET HOLLOW ROAD, TH #28, IS WITHIN THE MISSISQUOI VALLEY RAIL TRAIL RIGHT OF WAY. NO ATTEMPT WAS MADE BY THIS SURVEY TO ESTABLISH THE RIGHT OF WAY LIMITS FOR SWEET HOLLOW ROAD.

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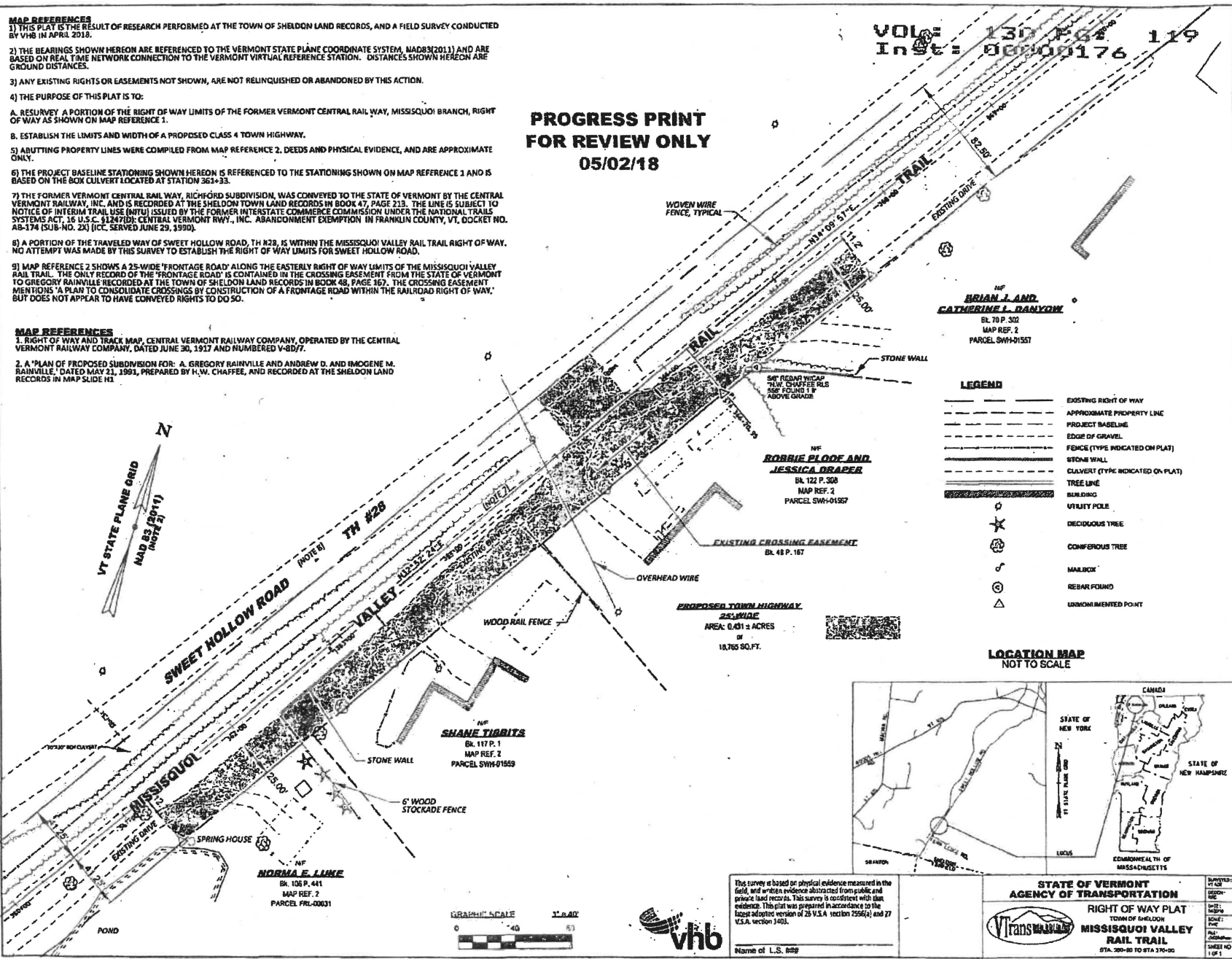
MAP REFERENCES

1. RIGHT OF WAY AND TRACK MAP, CENTRAL VERMONT RAILWAY COMPANY, OPERATED BY THE CENTRAL VERMONT RAILWAY COMPANY, DATED JUNE 30, 1917 AND NUMBERED V-8D/7.

2. A 'PLAN OF PROPOSED SUBDIVISION FOR: A. GREGORY RAINVILLE AND ANDREW D. AND IMOGENE M. RAINVILLE,' DATED MAY 21, 1991, PREPARED BY H.W. CHAFFEE, AND RECORDED AT THE SHELDON LAND RECORDS IN MAP SLIDE H1.

VOL: 130 P. 119
Inst: 00000176

**PROGRESS PRINT
FOR REVIEW ONLY
05/02/18**



NF
**BRIAN J. AND
CATHERINE L. RANOW**
BL 70 P. 302
MAP REF. 2
PARCEL SW4-01527

NF
**ROBBIE PLOFF AND
JESSICA DRAPER**
BL 122 P. 308
MAP REF. 2
PARCEL SW4-01927

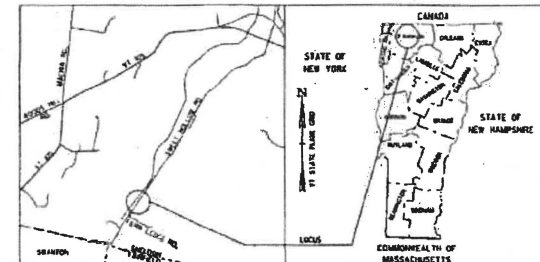
NF
SHANE TIGBITT
BL 117 P. 1
MAP REF. 2
PARCEL SW4-01559

NF
NORMA E. LIKE
BL 106 P. 441
MAP REF. 2
PARCEL PRL-00031

LEGEND

	EXISTING RIGHT OF WAY
	APPROXIMATE PROPERTY LINE
	PROJECT BASELINE
	EDGE OF GRAVEL
	FENCE (TYPE INDICATED ON PLAT)
	STONE WALL
	CLAYVERT (TYPE INDICATED ON PLAT)
	TREE LINE
	REBAR FOUND
	UTILITY POLE
	DECIDUOUS TREE
	CONIFEROUS TREE
	MAILBOX
	REBAR FOUND
	UNMONUMENTED POINT

**LOCATION MAP
NOT TO SCALE**



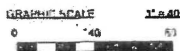
This survey is based on physical evidence measured in the field, and written evidence abstracted from public and private land records. This survey is consistent with that evidence. This plat was prepared in accordance to the latest adopted version of 26 V.S.A. section 2556(a) and 27 V.S.A. section 3403.

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

RIGHT OF WAY PLAT
TOWN OF SHELDON
**MISSISQUOI VALLEY
RAIL TRAIL**
STA. 260+00 TO STA 370+00

VTrans

DATE: 05/02/18
SCALE: 1" = 40'
SHEET: 1 OF 1



Name of L.S. #:

DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: [blank]
SCALE: [blank]
SHEET: [blank]
SHEET NO: 1 OF 1

ORIGINAL DRAWING - INK ON POLYESTER FILM MEETING THE REQUIREMENTS OF 27 V.S.A. § 1403

MAP REFERENCES
 1) THIS PLAT IS THE RESULT OF RESEARCH PERFORMED AT THE TOWN OF SHELDON LAND RECORDS, AND A FIELD SURVEY CONDUCTED BY VHB IN APRIL 2018.

2) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE VERMONT STATE PLANE COORDINATE SYSTEM, NAD83(2011) AND ARE BASED ON REAL TIME NETWORK CONNECTION TO THE VERMONT VIRTUAL REFERENCE STATION. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

3) ANY EXISTING RIGHTS OR EASEMENTS NOT SHOWN, ARE NOT RELINQUISHED OR ABANDONED BY THIS ACTION.

4) THE PURPOSE OF THIS PLAT IS TO:

A. RESURVEY A PORTION OF THE RIGHT OF WAY LIMITS OF THE FORMER VERMONT CENTRAL RAILWAY, MISSISQUOI BRANCH, RIGHT OF WAY AS SHOWN ON MAP REFERENCE 1.

B. ESTABLISH THE LIMITS AND WIDTH OF A PROPOSED CLASS 4 TOWN HIGHWAY.

5) ABUTTING PROPERTY LINES WERE COMPILED FROM MAP REFERENCE 2, DEEDS AND PHYSICAL EVIDENCE, AND ARE APPROXIMATE ONLY.

6) THE PROJECT BASELINE STATIONING SHOWN HEREON IS REFERENCED TO THE STATIONING SHOWN ON MAP REFERENCE 1 AND IS BASED ON THE BOX CULVERT LOCATED AT STATION 361+33.

7) THE FORMER VERMONT CENTRAL RAILWAY, RICHFORD SUBDIVISION, WAS CONVEYED TO THE STATE OF VERMONT BY THE CENTRAL VERMONT RAILWAY, INC. AND IS RECORDED AT THE SHELDON TOWN LAND RECORDS IN BOOK 47, PAGE 213. THE LINE IS SUBJECT TO NOTICE OF INTERIM TRAIL USE (NITU) ISSUED BY THE FORMER INTERSTATE COMMERCE COMMISSION UNDER THE NATIONAL TRAILS SYSTEMS ACT, 16 U.S.C. §1247(D); CENTRAL VERMONT R.W., INC. ABANDONMENT EXEMPTION IN FRANKLIN COUNTY, VT, DOCKET NO. AB-174 (SUB-NO. 2X) (ICC, SERVED JUNE 29, 1990).

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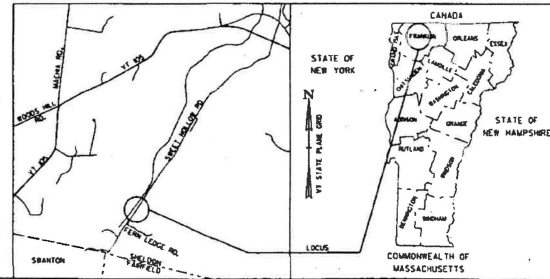
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NORMA E. LUKE
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 MAP REF. 2
 PARCEL FRL-00031

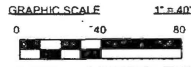
LEGEND

	EXISTING RIGHT OF WAY
	APPROXIMATE PROPERTY LINE
	PROJECT BASELINE
	EDGE OF GRAVEL
	FENCE (TYPE INDICATED ON PLAT)
	STONE WALL
	CULVERT (TYPE INDICATED ON PLAT)
	TREE LINE
	BUILDING
	UTILITY POLE
	DECIDUOUS TREE
	CONIFEROUS TREE
	MAILBOX
	REBAR FOUND
	UNMONUMENTED POINT

**LOCATION MAP
 NOT TO SCALE**



**PROPOSED TOWN HIGHWAY
 25'-WIDE**
 AREA: 0.431 ± ACRES
 OR
 18,765 SQ.FT.



This survey is based on physical evidence measured in the field, and written evidence abstracted from public and private land records. This survey is consistent with that evidence. This plat was prepared in accordance to the latest adopted version of 28 V.S.A. section 2556(a) and 27 V.S.A. section 1403.

**STATE OF VERMONT
 AGENCY OF TRANSPORTATION**

RIGHT OF WAY PLAT
 TOWN OF SHELDON
**MISSISQUOI VALLEY
 RAIL TRAIL**
 STA. 360+00 TO STA. 370+00

VT **Trans** VERMONT

SURVEYED:
 07/2017
 CELESTY
 RIC
 DATE:
 05/2018
 SCALE:
 1"=40'
 FILE:
 05/02/18/000176
 SHEET NO.:
 1 OF 1

ORIGINAL DRAWING - INK ON POLYESTER FILM MEETING THE REQUIREMENTS OF 27 V.S.A. § 1403



Sheldon, VT Received For Record
ON May 29, 2018 AT 09:46A
Recorded In Vol: 130 PG: 120

Kimberlee Dufresne
Town Clerk

Received for record May 29 2018
At _____ o'clock _____ M. and recorded in
Sheldon Land Records, Vol. _____ Page _____

Town Clerk

**AGREEMENT
BETWEEN
STATE OF VERMONT
AND
TOWN OF SHELDON
REGARDING
FERN LEDGE ROAD**

THIS AGREEMENT, made and concluded this 15 day of MAY, 2018, by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at National Life Building, One National Life Drive, Montpelier, Vermont 05633-5001 (the "STATE"), and the Town of Sheldon, a municipal corporation with its principal place of business at 1640 Main Street, Sheldon, Vermont 05483 (the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the STATE is the owner of a line of railroad extending through the Town of Sheldon ("the Line"), described more particularly in the October 11, 1990 Quit-Claim Deed from the Central Vermont Railway, Inc., Grantor, to the State of Vermont, Grantee, which is recorded in the Sheldon land records at Book 47, Pages 213-216, having been received for record on November 26, 1990; and

WHEREAS, in *Central Vermont Railway, Inc. - Abandonment Exemption - In Franklin County, VT*, Docket No. AB-174 (Sub-No. 2X) (ICC, served June 29, 1990), the former Interstate Commerce Commission authorized rail banking and interim trail use of the St. Albans-Sheldon Junction segment of the Line; and

WHEREAS, a Class 3 town highway of the MUNICIPALITY, known as Sweet Hollow Road (Town Highway #28) runs parallel to and northwesterly of a segment of the Line; and

WHEREAS, a private road known as Fern Ledge Road presently extends southeasterly from the southeasterly boundary of Sweet Hollow Road (Town Highway #28) across the Line; and

WHEREAS, the MUNICIPALITY, to resolve questions of legal access to properties accessed by Fern Ledge Road, now desires to accept Fern Ledge Road as a Class 4 town highway ("the Project"); and

WHEREAS, the STATE, subject to the terms of this Agreement, wishes to cooperate with the MUNICIPALITY to advance the Project;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and premises herein set forth, the parties agree as follows:

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Inst #: 00000177

1. **Dedication and Acceptance of Fern Ledge Road.** The STATE dedicates, and the MUNICIPALITY, in accordance with 19 V.S.A. Chapter 7 (Laying out, discontinuing, and reclassifying highways), hereby accepts an easement in and to Fern Ledge Road, including a portion crossing the Line, so that the crossing of Fern Ledge Road and the Line ("the Crossing") will become a public crossing. That portion of Fern Ledge Road crossing the Rail Trail is located in the Lands of Town of Sheldon Fern Ledge Road, Sheldon, Vermont, Proposed Right-of-Way Survey Plat dated May 1, 2017 and prepared by Barnard & Gervais, LLC and filed as Map Slade N12.

The parties agree and understand that the MUNICIPALITY is classifying Fern Ledge Road as a Class 4 town highway. The parties further agree and understand that the MUNICIPALITY, because of special considerations involving Fern Ledge Road, may choose to establish a Special Assessment District or other financing mechanism for allocating maintenance costs among the properties located on Fern Ledge Road which will be served by the Crossing. Nonetheless, the MUNICIPALITY, vis-à-vis the STATE will have the same responsibility for the Crossing as for any other public highway crossing within its boundaries involving a town highway, subject to the provisions of this Agreement.

2. **Description of the Crossing.** The Crossing is described as follows:

Located across the Line in the Town of Sheldon, County of Franklin and State of Vermont, at CVR Valuation Station 357 +52 (CVR Milepost 6.77).

In aid of the description set forth above, reference may be had to a valuation map, prepared in accordance with standards prescribed by the former Interstate Commerce Commission, entitled in part:

RIGHT-OF-WAY AND TRACK MAP
CENTRAL VERMONT RAILWAY COMPANY
OPERATED BY THE
CENTRAL VERMONT RAILWAY COMPANY
SCALE 1" = 100' DATED JUNE 30, 1917

which is numbered V-8D/7.

3. **Necessity.** The STATE stipulates that the public good, necessity, and convenience of the inhabitants of Sheldon require the acceptance of Fern Ledge Road as a town highway as set forth above. The STATE also agrees that it will not challenge the acceptance of Fern Ledge Road as a town highway in any forum.

4. **Waiver of Appraisal and Compensation.** The STATE acknowledges and agrees:

(a) It has been informed of its right to receive just compensation based upon an appraisal for property and/or rights to be acquired from it by the MUNICIPALITY

for the Project;

- (b) It has been informed of the full effect of the Project on its property; and
- (c) It has been duly informed of any and all their rights and eligibility under the "Uniform Relocation and Assistance and Land Acquisition Policies Act of 1970," as amended.

Having been so informed, the STATE hereby waives its rights to appraisal, compensation, payments and/or other benefits to which the STATE would be entitled as a result of the MUNICIPALITY's acceptance of Fern Ledge Road as a town highway.

5. Federal Railroad Administration (FRA) Crossing Inventory. The STATE will take any necessary action to notify the FRA to update its Highway-Rail Crossing Inventory to reflect that the legal status of the Crossing is now that of a public crossing.

6. Inspection, Maintenance and Rehabilitation of the Crossing. The MUNICIPALITY shall be responsible for inspection, maintenance and rehabilitation of the Crossing in the same manner as for other public crossings along the Line, subject to generally applicable federal and state statutes and rules governing inspection, maintenance and rehabilitation of public crossings along the Line. The MUNICIPALITY shall be responsible for compliance with the *Manual on Uniform Traffic Control Devices (MUTCD)* at the Crossing and its approaches.

7. Reconstruction; Restoration of Rail Service; Automatic Warning Devices.

- (a) The MUNICIPALITY agrees to assume the expense of labor, equipment, materials, etc., necessary to reconstruct in part or in total, the Crossing and approaches if they become worn out or become obsolete by reason of use, age, changes in standards, damage, or to accommodate restoration of rail service.
- (b) The MUNICIPALITY acknowledges that the Line is railbanked and subject to future restoration of rail service.
- (c) Should installation of automatic warning devices and/or automatic gates at the Crossing ever be deemed necessary by the STATE, or required by the Transportation Board, the Federal Railroad Administration, or other competent authority, then the MUNICIPALITY will be fully responsible for the costs of installing, maintaining, and inspecting all such devices, as well as for the costs of subsequent replacements after the original installation becomes obsolete.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to conversion of the Crossing to a public crossing, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing

between the parties relating to this subject matter and is subject to no understandings, conditions or representations other than those expressly stated herein. This Agreement may only be modified by a writing, which states that it modifies or amends this Agreement, and which is signed by all parties.

9. Utilities; Flagging and Inspection Services. The parties agree and understand that the STATE excepts and reserves the right to license use of the STATE-owned railroad right-of-way by utilities, including but not limited to municipal utilities, and that any such utilities may also need to obtain permits and approvals from the MUNICIPALITY for use of its town highway right-of-way. In addition, the parties agree and understand that the MUNICIPALITY and/or its contractor, in connection with future projects for rehabilitation of or improvements to the Crossing, may need to enter into one or more agreements with the STATE regarding project-related matters, including but not limited to flagging and inspection services.

10. Independence; Waiver of Liability; Defense and Indemnification.

- (a) The MUNICIPALITY will act in an independent capacity and not as an officer or employee of the STATE.

- (b) The MUNICIPALITY acknowledges that the proposed Crossing is being requested for the MUNICIPALITY's advantage and does not involve the STATE's performance of its duties to the public. The MUNICIPALITY further acknowledges that installation and use of the proposed Crossing by the MUNICIPALITY will expose the STATE to additional liability to which it would not otherwise be exposed. Accordingly, the MUNICIPALITY agrees that the STATE shall not be liable for injury or death of the MUNICIPALITY or any agent of the MUNICIPALITY or for loss or destruction of or damage to any property of the MUNICIPALITY or any agent of the MUNICIPALITY while upon, about, or in the use of the Crossing. Further, the MUNICIPALITY hereby agrees to defend, indemnify, and save harmless the STATE from and against any and all claims, liability, demands, causes of action, cost, or expense resulting directly or indirectly from any injury to or death of persons, or loss or destruction of or damage to property, and from all claims, demands, liability, or causes of action, cost or expense, resulting directly or indirectly from the installation, maintenance, presence, or use of the Crossing, irrespective of any negligence on the part of the STATE or its agents or employees. Without limiting the foregoing, it is agreed that this covenant of defense and indemnification shall apply to all cases of loss, damage, injury, death, cost, or expense for which any party to this Agreement may or shall be liable. For the purpose of this Agreement, all persons using the crossing shall be deemed agents of the MUNICIPALITY. Without limiting the foregoing, the above duty to defend, hold harmless, and indemnify the STATE shall include any and all damages that may result to any person whatsoever as a result of termination and closure of the Crossing pursuant to this Agreement.

- (c) The MUNICIPALITY shall defend the STATE and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the MUNICIPALITY or of any agent of the MUNICIPALITY. The STATE shall notify the MUNICIPALITY in the event of any such claim or suit, and the MUNICIPALITY shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.
- (d) After a final judgment or settlement, the MUNICIPALITY may request recoupment of specific defense costs and may file suit in Superior Court, Washington Unit, Civil Division requesting recoupment. The MUNICIPALITY shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the MUNICIPALITY.
- (e) The MUNICIPALITY shall indemnify the STATE and its officers and employees in the event that the STATE or its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the MUNICIPALITY.

11. **Section Headings.** The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

12. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

13. **Recording.** The MUNICIPALITY, at its own expense, will be responsible for recording this Agreement in the Sheldon land records.

* * * [Signature pages follow] * * *


IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed, this 15th day of May, 2018, Joe Flynn, its Secretary of Transportation and duly authorized agent.

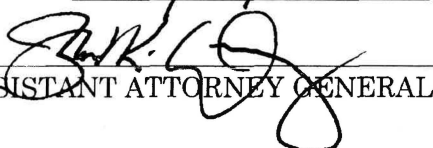
STATE OF VERMONT
("STATE")

By: 
Joe Flynn,
Its Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 15th day of May, 2018, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the STATE OF VERMONT subscribed, to be his free act and deed and the free act and deed of the STATE OF VERMONT.

Before me,

Notary Public
(My commission expires Feb. 10, 2019)

APPROVED AS TO FORM:
DATED: 5/15/2018

ASSISTANT ATTORNEY GENERAL

SYDOL: 130 PG: 125
INSC: 00000177

IN WITNESS WHEREOF, the TOWN OF SHELDON has caused this instrument to be subscribed by Gregory Stebbins, Stephen Dodd, and Mark Churchill, members of its Selectboard and its duly authorized agents, this 14th day of MAY, 2018.

TOWN OF SHELDON
("MUNICIPALITY")

By: Gregory M Stebbins
Gregory Stebbins, Selectboard Member and
Duly Authorized Agent

By: Stephen Dodd
Stephen Dodd, Selectboard Member and
Duly Authorized Agent

By: _____
Mark Churchill, Selectboard Member and
Duly Authorized Agent

STATE OF VERMONT)
FRANKLIN COUNTY, ss.)

At Sheldon, this 14th day of MAY, 2018, personally appeared Gregory Stebbins, ^{and} Stephen Dodd, ~~and Mark Churchill~~ and acknowledged the foregoing instrument, by them as Selectboard members and duly authorized agents of the Town of Sheldon subscribed, to be their free act and deed and the free act and deed of the Town of Sheldon.

Before me,

William Spore
Notary Public
(My commission expires 02/10/2019)

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