

District 5  
 Certcode 1211-0

**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 **MONTPELIER CITY** in **WASHINGTON** 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	10.531			10.531	0.000
Class 2	8.311			8.311	0.000
Class 3	33.04	.0282	0.03	33.068	0.000
State Highway	4.132			4.132	0.000
<b>Total</b>	<b>56.014</b>			<b>56.042</b>	<b>0.000</b>
* Class 1 Lane	2.900			2.900	
* Class 4	0.53			0.53	0.000
* Legal Trail	0.00			0.00	

\* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

Mileage adjustments by  
 S.Moulton 2020-03-26

S.M.

**PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.**

- NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".  
 Addition of Gin Lane as a class 3 town highway with a mileage of .0282 miles. See certificate of completion and opening.
- DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

Received  
 FEB 18 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:

*John C. Hatch*  
*Chris Coy*  
*Anna Bate*  
*Anna Water*  
*John J. Moulton III*

T/C/V Clerk Signature:

*JmCln*

Date Filed:

1/23/2020

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL:

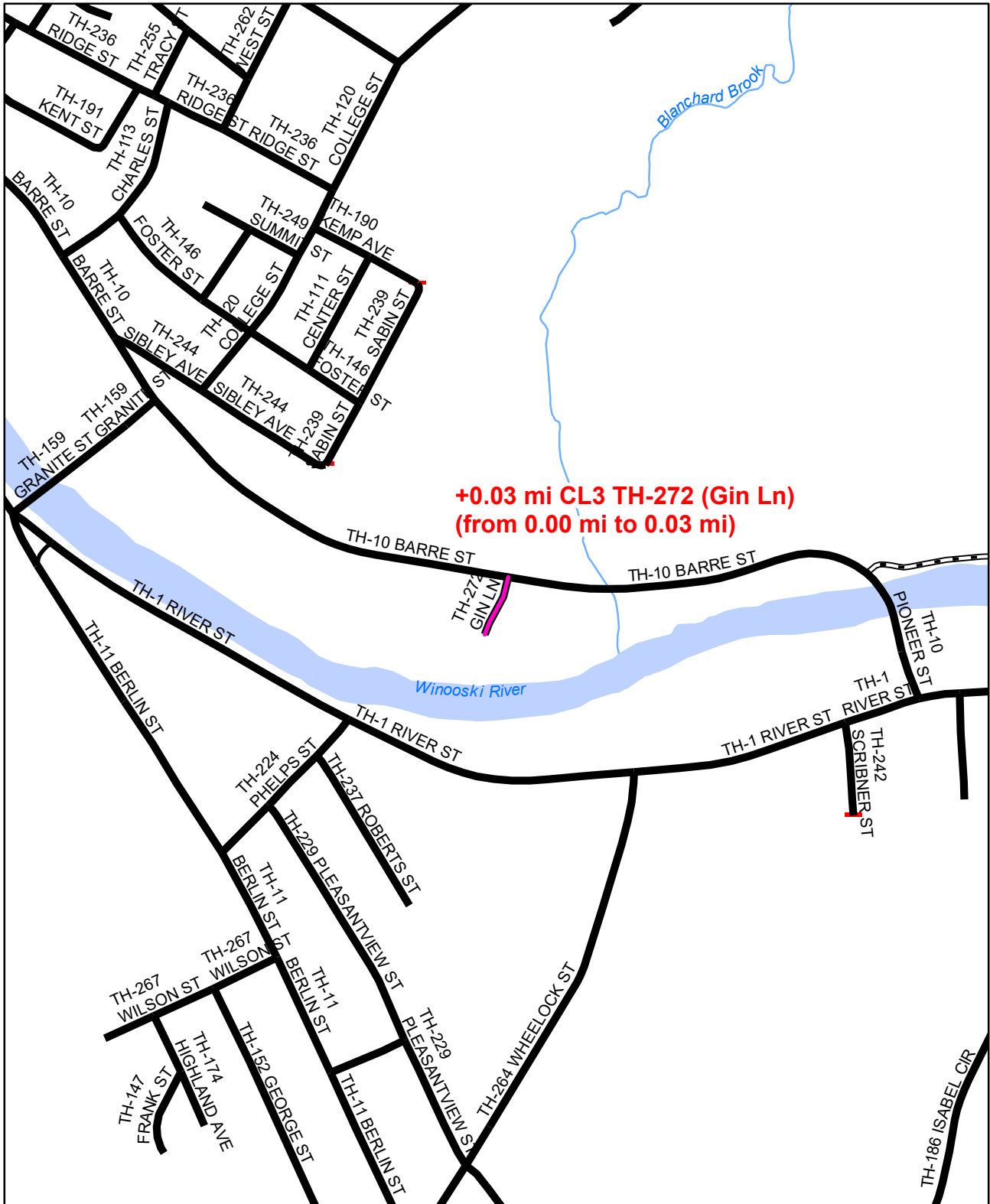
Signed copy will be returned to T/C/V Clerk.

APPROVED:

*[Signature]*  
 Representative, Agency of Transportation

DATE:

2/18/2020

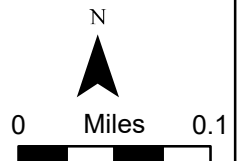


**Mileage Certificate Change 2020**

**MONTPELIER**

(CERTCODE: 1211-0)

Mapping Section  
 Division of Policy, Planning and Intermodal Development  
 Vermont Agency of Transportation - March 30, 2020



## **Town Highway/Legal Trails Addition/Reclassification/Discontinuance Checklist**

The following includes a checklist of the documentation to be supplied to the Vermont Agency of Transportation (VTrans) when adding / reclassifying / discontinuing highways and trails. The documentation is subject to verification by VTrans.

Check the box  if the information is included as part of the documentation submitted.



**A description of the affected highway or trail**

Vt. Stat. Ann. tit. 19, § 305(e)



**A current town highway map with the requested deletions and additions sketched on it**

Vt. Stat. Ann. tit. 19, § 305(e)



**Minutes of meetings at which the legislative body took action with respect to the changes (include copies of the meeting minutes)**

Vt. Stat. Ann. tit. 19, § 305(e)



**Evidence of written notice to adjoining landowners**

**(include a copy of the newspaper notice and a copy of the letter sent to adjoining landowners)**

Vt. Stat. Ann. tit. 19, § 709



**A copy of any surveys of the affected highway or trail**

Vt. Stat. Ann. tit. 19, § 305(e) Vt. Stat. Ann. tit. 19, § 704



**For Class 3 or Class 4 town highway additions**

**A Certificate of Completion and Opening**

While not required by statute, a Certificate of Completion and Opening form is a helpful document for the record.

**All records filed with the agency are subject to verification in accordance with 19 V.S.A. § 305 (a) and 19 V.S.A. § 305 (e).**

Vermont Agency of Transportation  
Division of Policy, Planning and Intermodal Development, Mapping Section  
1 National Life Drive, Montpelier, VT 05633-5001



**CITY COUNCIL Agenda Item #19-194(b)**

**Date: June 26, 2019**

**Consent X Discussion**

**SUBJECT:** Caledonia Spirits Development Agreement: Approval of easement conveyance to City (water main, river access & public street; Approval of "Certificate of Completion and Opening of a Highway for Public Travel"

**SUBMITTING DEPARTMENT:** Public Works

**RECOMMENDED ACTION:** Approve a motion to accept the grant of an easement conveyance and approve the "Certificate of Completion and Opening of a Highway for Public Travel" which is to be known as "GIN LANE" and shall be a Class 3 Town Highway. A majority of the City Council must sign the certificate to indicate approval.

**STRATEGIC OUTCOME/INITIATIVE:** Community Prosperity; Economic Development; Sustainable Infrastructure: Complete Major Projects (water main); Thoughtfully Planned Built Environment: Increase parkland & recreational play areas (river access trail)

**PRIOR ACTION:** City Council approval of development agreement

**EXPENDITURE REQUIRED:** N/A

**SOURCE OF FUNDS:** N/A

**LEGAL REQUIREMENTS:** 19 V.S.A. Chapter 007 "Laying Out, Discontinuing, and Reclassifying Highways"

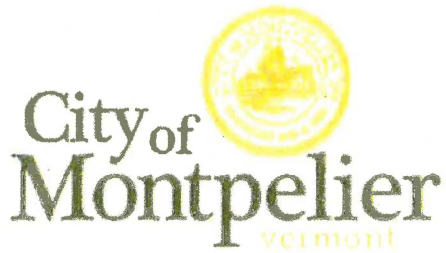
**BACKGROUND INFORMATION:** The City entered into development agreement with Caledonia Spirits dated June 19, 2017. Said agreement provided for, among other items, the relocation of the city's water main, the construction of a public railroad crossing, the development of a river access to include a trail and river frontage and the construction of a public highway extending from Barre Street to the Caledonia Spirits together with provisions for a suitable public turnaround.

The new relocated water main has been constructed, tested and put into service. The public highway has also been constructed, inspected and is in accordance with approved plans and specifications. The Director of Public Works recommends the highway be accepted as a class 3 public highway and the easements be accepted. The Certificate of Completion and Opening of a Highway for Public Travel was prepared by the Director of Public Works and is presented for approval. A survey conducted by a licensed registered surveyor was commissioned and accompanies the certificate and is duly referenced in the easement deed.

**SUPPORTING DOCUMENTS:** Certificate of Completion and Opening of a Highway for Public Travel; Easement Plan for City of Montpelier, Barre Street, Montpelier, VT by Richard W. Bell Land Surveying, Inc. dated May, 2019; The easement document will be provided early next week

**INTERESTED PARTIES:** Caledonia Spirits, adjoining land owners, and residents of the city of Montpelier

**CITY MANAGER'S APPROVAL:**



**Agenda**  
**City Council Meeting**

**City Council Chambers, City Hall**  
**Wednesday, June 26, 2019**  
**6:30 P.M.**

1. Call To Order By The Mayor
2. 19-192. Review and approve agenda
3. 19-193. General business and appearances
4. 19-194. Consideration of the Consent Agenda
  - a. Approve 6/12 meeting minutes
  - b. Accept Gin Lane as a Public Highway
  - c. Noise ordinance waiver request: Stone Cutters Way
  - d. Award contract for Wayfinding signage
  - e. Street Closure Request: UMV Toy Run, 8/10
  - f. Committed Funds Resolution
  - g. FY20 Tax Anticipation Note (TAN), Grant Anticipation Note (GAN) and Bond Anticipation Note (BAN)
  - h. Payroll and bills
5. 19-195. Appointment to the ADA Advisory Committee
6. 19-196. Berlin St. speed limit, 2nd public hearing
7. 19-197. Downtown Improvement District report and budget request
8. 19-198. Zoning fixes

**Minutes of the Montpelier City Council Meeting  
June 26, 2019 6:30pm  
City Council Chambers**

In attendance: Mayor Anne Watson (Chair), Councilors Dona Bate, Conor Casey, Lauren Hierl, Glen Hutcheson, Jack McCullough and Ashley Hill (at 6:39). City Clerk John Odum acted as secretary.

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The meeting was called to order at 6:30.

19-192. With the addition of items I and j to the consent agenda (i. street closure for Langdon Street July 3<sup>rd</sup>, j. street closure for Langdon Street) the agenda was approved by acclaim.

19-193. Unger general business and appearances, Page Guertin let the Council know that the Conservation Commission has selected a contractor to do the rain garden at the credit union.

Stephen Whitaker offered comments on the following: street sweeping, hazards relating to removal of trees, sidewalk work, the Christmas wreath on the building, the police handing "no trespass" orders to homeless persons. The Mayor's response to emails. He indicated he would like to see a Council discussion on homelessness. Vicki Lane added comments.

Councilor McCullough moved approval of the consent agenda with items e and j pulled for discussion. Councilor Hill seconded and the motion carried unanimously at 6:40.

Item e (Street Closure Request: UMV Toy Run, 8/10) was discussed with Assistant City Manager Sue Allen and Police Chief Tony Facos. Vicki Lane and Amy McCrellis commented.

Councilor McCullough moved to approve Item I as requested. Councilor Bate seconded and the motion carried unanimously.

Mary Alice Profitt and Brad Lamell joined in the discussion of item j. Councilor Casey moved to approve item j and Councilor Hill seconded. Further comments were offered by Stephen Whitaker. The motion carried unanimously at 6:55.

19-195. Public Works Director Tom McArdle spoke indicated the sole ADA Advisory Committee candidate was unable to attend. Councilor McCullough moved that, pursuant to discuss the appointment of a public officer. Councilor Hill seconded and the motion carried unanimously at 6:56. At 6:57, Councilor Hutcheson moved to come out of executive session and Councilor McCullough seconded. The motion carried unanimously at 6:57. Councilor Hill moved the Council appoint Linda Lyles to the Montpelier ADA advisory committee. Councilor Casey seconded and the motion carried unanimously at 6:58.

19-196. The Mayor opened 2nd public hearing on the proposed change to the Berlin Street speed limit at 6:58. Tom McArdle and Tony Facos led off discussion.



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

VTrans Use Only	
Certificate Year:	_____
Highway Class:	_____
Town Highway #:	_____
Mileage:	_____

John Odum, City Clerk of the City of Montpelier, Vermont.

Pursuant to Title 19, V.S.A., Chapter 7, this is to certify that the following described section of Class 3 Highway in the City of Montpelier was COMPLETED AND OPENED FOR PUBLIC TRAVEL on June 21st, 2019.

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

An easement for the construction, repair, replacement, and maintenance of a public street with an easement width of fifty (50') feet extending southerly a distance of 149.18' from the southerly ROW line of Barre Street (TH 10) over lands of Caledonia Spirits, Inc to the northerly ROW line of the Washington County Railroad, thence across lands of the Washington County Railroad as per a public grade crossing agreement and extending to lands of Caledonia Spirits, Inc. abutting the southerly side of the railroad ROW.

As shown on a survey plat entitled "Easement Plan For City of Montpelier Barre Street Montpelier, Vermont" prepared by Richard W. Bell Land Surveying, Inc. and dated May, 2019 and bearing project #191223.

and as shown on a Highway Map of the City of Montpelier dated May, 2019, and filed in Book Guide on page 14 of the Records of the City of Montpelier by the City Clerk of said Montpelier incorporated herein by reference and attested to on said map by said City Clerk.

Dated at Montpelier, County of Washington and State of Vermont, this 26th day of June, A.D., 2019.

BOARD OF PERSONS/PEOPLE SELECTMEN, ALDERMAN, or TRUSTEES

Signatures of Selectmen/Aldermen/Trustees and Mayor.

Signatures of Board members.

and the Manager/Mayor of the City/Town/Village of Montpelier

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Montpelier, VERMONT 8/5, 2019

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED FOR PUBLIC TRAVEL, RECORDED IN BOOK 693 ON PAGE 778 OF THE Land RECORDS OF THE City OF Montpelier ON THE 23rd DAY OF July 2019, AT 3 O'CLOCK, P.M.

ATTEST: [Signature] City CLERK OF Montpelier, VERMONT

Received for Record at Montpelier, VT On 08/06/2019 At 10:45:00 am [Signature]



### EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into this 22<sup>nd</sup> day of July, 2019 by and between **The Lineage Realty Group, LLC**, a Vermont limited liability company with its principal place of business in St. Johnsbury, Vermont ("LRG") and the **City of Montpelier**, a Vermont municipality in the County of Washington and State of Vermont ("the City") (each a "Party" and collectively the "Parties").

#### Background

A. LRG owns the real property (the "Property") known as and numbered 116 Gin Lane, Montpelier, Vermont, which LRG acquired (1) by Warranty Deed from Antonio Aja and Virginia D. Aja, Trustees of The Aja Family Living Trust dated February 9, 2011, and Angeles A. Zorzi, Trustee of The Angeles A. Zorzi Living Trust dated May 30, 1996, dated July 14, 2017 and recorded in Volume 681 at Pages 184-188 of the City of Montpelier Land Records, and (2) by Quitclaim Deed from the City of Montpelier dated July 14, 2017 and recorded in Volume 681 at Page 170 of the City of Montpelier Land Records (the "City to LRG Deed").

B. The portion of the Property that LRG acquired by the City to LRG Deed is described as being all and the same land and premises conveyed to the City of Montpelier by Quitclaim Deed of Angeles A. Zorzi, Trustee of the Angeles A. Zorzi Trust, et al., dated July 14, 2017 and recorded in Volume 681 at Page 157-164 of the City of Montpelier Land Records (the "Zorzi/Aja to City Deed"), and the City to LRG Deed further contains the following language: "EXCEPTING AND RESERVING from the operation of this deed are the Grantor's rights and interests with respect to a public thoroughfare to be constructed and maintained by Grantor on a portion of the above-described land and premises."

C. The Zorzi/Aja to City Deed contains certain covenants and reservations, which are partially excerpted below (reference is made to the Zorzi/Aja to City Deed for a more complete description), as follows:

"BY ITS ACCEPTANCE OF THESE PRESENTS, the GRANTEE creates and dedicates a portion of the herein conveyed land and premises, fifty (50) feet in width at all points, as a public highway, the northerly boundary of which is the southerly boundary of Barre Street, the westerly boundary being the easterly boundary of lands now or formerly owned by Ibey, extended to the centerline of the Washington County Railroad, the southerly boundary being the centerline of the Washington County Railroad, and the easterly boundary being a line extending from the centerline of the Washington County Railroad in a northerly direction to the southerly right-of-way limits of Barre Street, the approximate center line of said dedicated parcel being a line approximately 160 feet in length extending from the midpoint of the above-described northerly boundary to the above-described southerly boundary, the exact location to be fixed by survey upon the design and construction of the highway improvements referred to in Section 1 below."

"1. The GRANTEE shall be responsible for constructing a public street over the above-described dedicated parcel of land, including a crossing over the Washington County



Railroad line consistent with applicable Federal Rail Administration standards. This condition shall become operative only in the event approved commercial development is undertaken on lands currently or formerly owned by GRANTORS located between the southerly boundary of the land and premises herein conveyed and the Winooski River.”

“3. The public street dedicated and established as provided herein shall be named in perpetuity "Gin Lane".”

“4. No above-grade structure shall be erected upon the herein conveyed land and premises. This prohibition shall not apply to the erection and maintenance of highway, traffic, directory and directional signs erected by the GRANTEE or the GRANTORS, their successors and assigns, solely for the benefit of lands located southerly of and abutting the herein conveyed and premises.”

D. Reference is made to a Development Agreement made by and between Caledonia Spirits, Inc. (“Caledonia”) and the City of Montpelier dated July 7, 2017 and recorded in Volume 681 at Page 175-183 of the City of Montpelier Land Records (the “Development Agreement”). LRG acquired the Property subject to the Development Agreement, and is the successor-in-interest to Caledonia with respect to the rights and obligations set forth in the Development Agreement.

E. LRG and the City desire to enter into this Agreement to effect and memorialize LRG’s satisfaction of certain of its obligations contained in the Development Agreement.

NOW THEREFORE, in consideration of these mutual premises and covenants herein contained, and other good and valuable consideration, the Parties covenant and agree as follows:

1. Roadway Easement. LRG and the City hereby confirm and agree that the location of the roadway easement for Gin Lane that was established in the Zorzi/Aja to City Deed (described and excerpted above) (the “Roadway Easement”) is identified as “GIN LANE” and as “50' WIDE ACCESS EASEMENT TO CITY OF MONTPELIER” on a plan entitled “EASEMENT PLAN FOR CITY OF MONTPELIER BARRE STREET MONTPELIER, VERMONT”, dated May 2019, prepared by Richard W. Bell Land Surveying, Inc. as Project No. 191223, a copy of which is being recorded contemporaneously herewith (the “Easement Plan”). Notwithstanding the description of the Roadway Easement in the Zorzi/Aja to City Deed as measuring approximately 160 feet in length, as depicted on the Easement Plan the Roadway Easement extends for approximately 149 feet in length. The Roadway Easement is granted to the City for the purpose of constructing, maintaining, patrolling, repairing, and replacing a public roadway, including sidewalks, roadway improvements, landscaping improvements, utilities and utility improvements and other improvements typically built within public roadway rights-of-way, within the 50 foot wide roadway easement area.

2. Turnaround Easement. Pursuant to and in satisfaction of the obligation established by Section 6 of the Development Agreement, LRG hereby grants to the City a non-exclusive easement to turn vehicles around on that portion of the Property identified on the Easement Plan as “90' X 90' TURN-AROUND EASEMENT TO CITY OF MONTPELIER” (the “Turnaround Easement”). The Turnaround Easement may be used by the City, including by municipal snow-plows and other

maintenance vehicles, to turn-around after plowing Gin Lane or otherwise using or maintaining Gin Lane, and may be used by members of the general public to circulate on the Property after accessing the Property via Gin Lane, to have and to hold, with the appurtenances thereof, to their own use and behoof forever, provided that any use of the Property by or through the City shall be subject to compliance with the Terms of Usage set forth below.

3. Waterline Easement. LRG hereby grants to the City a non-exclusive easement to install, maintain, repair and replace an underground waterline on that portion of the Property identified on the Easement Plan as "10' WIDE EASEMENT FOR 6" WATER MAIN, WITH 20' WIDE ACCESS EASEMENT TO CITY OF MONTPELIER" and as "10' WIDE EASEMENT FOR 16" WATER MAIN, WITH 20' WIDE ACCESS EASEMENT TO CITY OF MONTPELIER" (the "Waterline Easement"), to have and to hold, with the appurtenances thereof, to their own use and behoof forever, provided that any use of the Property by or through the City shall be subject to compliance with the Terms of Usage set forth below.

4. Wastewater Sampling Easement. LRG hereby grants to the City a non-exclusive easement to enter upon the Property in a non-intrusive and non-disruptive manner to sample the wastewater discharged by the distillery located on the Property, and to reasonably inspect wastewater holding tanks, piping, fittings and other equipment related to wastewater collection and transmission, all to determine compliance with the terms and conditions of the Pretreatment Discharge Permit Determination made by the Vermont Department of Environmental Conservation on July 10, 2018 in connection with Caledonia's operation of a distillery from the Property (the "Wastewater Sampling Easement"), to have and to hold, with the appurtenances thereof, to their own use and behoof forever, provided that any use of the Property by or through the City shall be subject to compliance with the Terms of Usage set forth below.

5. River Access Easement; Parking.

(a) Pursuant to and in satisfaction of the obligation established by Section 6 of the Development Agreement, LRG hereby grants to the City a non-exclusive easement for pedestrian public access to the Winooski River over that portion of the Property identified on the Easement Plan as "EASEMENT TO CITY OF MONTPELIER FOR RIVER ACCESS AND RECREATIONAL USE" including the area identified on the Easement Plan as "5' WIDE EASEMENT FOR PATH EXACT LOCATION TO BE DETERMINED BY CONSTRUCTION" (the "River Access Easement"). The River Access Easement may be used by the City and by members of the general public to access the Winooski River by pedestrian means for non-motorized, recreational purposes only, to have and to hold, with the appurtenances thereof, to their own use and behoof forever, provided that any use of the Property by or through the City shall be subject to compliance with the Terms of Usage set forth below. The River Access Easement may not be used for gatherings, parties, picnics, loitering, sunbathing, or any activities other than as a temporary point of access (ingress and egress) for non-motorized, recreational uses of the Winooski River, such as swimming, canoeing, kayaking, and paddle-boarding.

(b) Members of the general public shall have the non-exclusive right to use up to four parking spaces on the Property in connection with their use of the River Access Easement,

provided that such parking rights shall only extend to specific parking spaces designated by LRG for such purposes.

6. No Gate. The portions of the Property encumbered by the Turnaround Easement, by the River Access Easement, by the Waterline Easement, and by the Wastewater Sampling Easement are referred to herein as the "Easement Areas". LRG will not gate those portions of the Property necessary to allow the Easement Areas to be used for the purposes set forth above in this Agreement.

7. Terms of Usage. The City agrees, for itself and its successors and assigns, that:

(a) Any portions of the Property lying outside the Easement Areas that are disturbed or affected by the City's exercise of the rights granted hereunder shall be restored as nearly as reasonably practical to their condition prior to such entry at the City's own cost and within a reasonable time.

(b) Any construction undertaken by the City (or through the City's rights hereunder) shall be diligently performed in a good and workmanlike manner. The City shall promptly pay all suppliers of labor or materials for the improvements and promptly discharge any lien that may be filed against LRG or against the Property in connection with the construction of the permitted improvements. The City shall not permit any claim, lien, or other encumbrance arising from any construction or the City's use of the Easement Areas to accrue against or attach to the Easement Areas or the interest of LRG in the Property.

(c) To the extent of insurance coverage actually in place and carried by the City, the City hereby undertakes and agrees to indemnify, defend and hold harmless LRG and its members, managers, and tenants (the "Indemnitees"), from and against any and all claims, damages, liability, responsibility, expenses and costs, including without limitation attorneys' fees, incurred by the Indemnitees and which arise out of or are in any manner attributed to the use of the Easement Area by or through the City, except to the extent caused by or arising out of the negligence or willful misconduct of an Indemnitee.

(d) LRG and its successors and assigns shall have the right to make use of the surface of the Easement Areas in a manner that is not inconsistent with the City's use of the Easement Areas, but specifically shall place no structures within the Easement Areas which shall prevent or interfere with the City's ability to use the Easement Areas for the purposes conveyed herein.

8. Rights of Successors and Assigns. This Agreement creates mutual benefits and servitudes running with the Property. In addition, this Agreement, including the obligations, rights and easements granted hereby, shall bind and inure to the benefit of the Parties and their respective successors and assigns.

9. Amendments. No amendments or modification to this Agreement shall be effective without a written amendment to this Agreement executed by the Parties or their successors and assigns and recorded in the City of Montpelier Land Records.

10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, whether oral or written, between the Parties pertaining to the subject matter hereof.

*Signature Page to Follow*

IN WITNESS WHEREOF, the Parties, as evidenced by the signatures of their Authorized Agents, do hereby execute this Agreement as of the date first set forth above.

The Lineage Realty Group, LLC

By: [Signature]  
Name: Aminta K. Conant  
Title: Member and Authorized Agent

STATE OF VERMONT  
WASHINGTON COUNTY, SS

At the City of Montpelier this 22<sup>nd</sup> day of July, 2019, personally appeared Aminta K. Conant, Member and Authorized Agent of The Lineage Realty Group, LLC, and she/he acknowledged the foregoing instrument, by her/him subscribed, to be her/his free act and deed individually and as Member and Authorized Agent of The Lineage Realty Group, LLC.

Before me, [Signature]  
Notary Public

My Commission Expires: 1.31.21  
Credential # - 157.0002.940

City of Montpelier

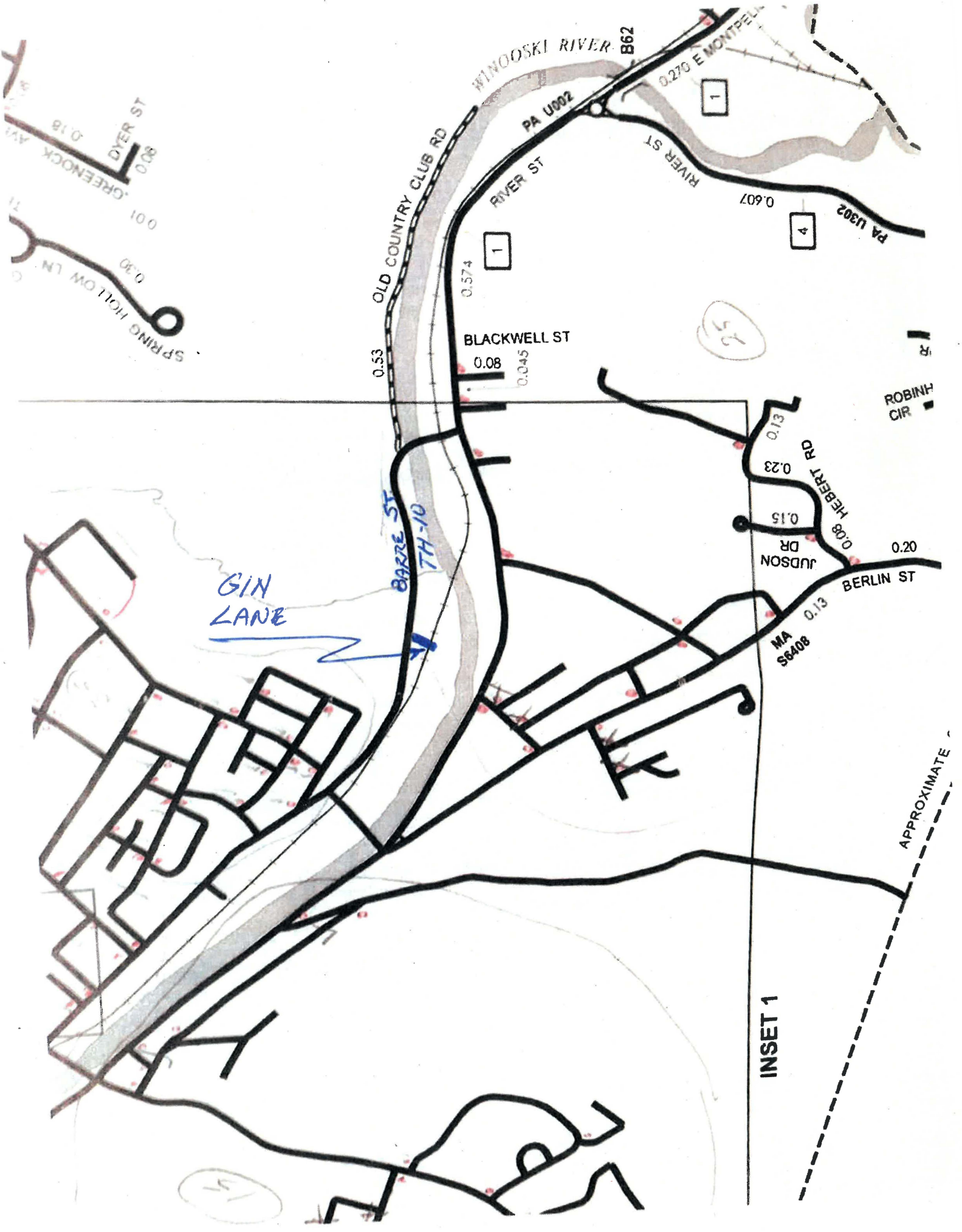
By: [Signature]  
Name: WILLIAM D. FRASER  
Title: CITY MANAGER

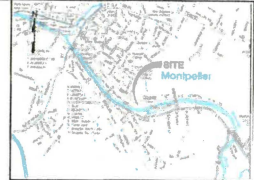
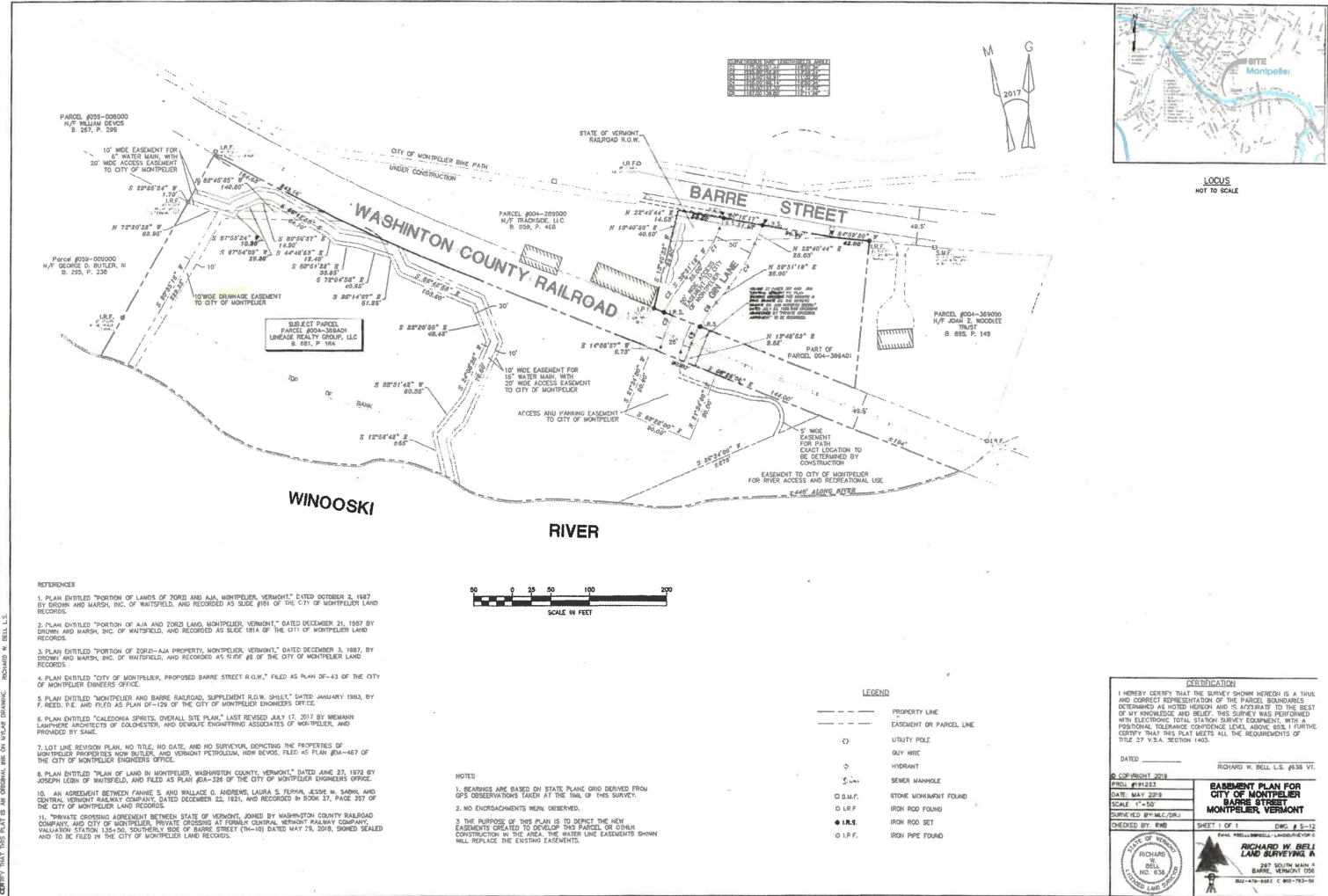
STATE OF VERMONT  
WASHINGTON COUNTY, SS

At the City of Montpelier this 22<sup>nd</sup> day of July, 2019, personally appeared William Fraser, City Manager and authorized agent of the City of Montpelier, and she/he acknowledged the foregoing instrument, by her/him subscribed, to be her/his free act and deed individually and as City Manager of the City of Montpelier.

Before me, [Signature]  
Notary Public

My Commission Expires: 1.31.21

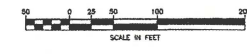




LOCUS  
NOT TO SCALE

**REFERENCES**

1. PLAN ENTITLED "PORTION OF LANDS OF ZORZI AND AJA, MONTPELIER, VERMONT," DATED OCTOBER 2, 1987 BY DORR AND MARSH, INC. OF WATSFIELD, AND RECORDED AS SLICE #101 OF THE CITY OF MONTPELIER LAND RECORDS.
2. PLAN ENTITLED "PORTION OF A.J.A. AND ZORZI LAND, MONTPELIER, VERMONT," DATED DECEMBER 21, 1987 BY DORR AND MARSH, INC. OF WATSFIELD, AND RECORDED AS SLICE #104 OF THE CITY OF MONTPELIER LAND RECORDS.
3. PLAN ENTITLED "PORTION OF ZORZI-AJA PROPERTY, MONTPELIER, VERMONT," DATED DECEMBER 3, 1987 BY DORR AND MARSH, INC. OF WATSFIELD, AND RECORDED AS SLICE #104 OF THE CITY OF MONTPELIER LAND RECORDS.
4. PLAN ENTITLED "CITY OF MONTPELIER, PROPOSED BARRE STREET R.O.W.," FILED AS PLAN #F-43 OF THE CITY OF MONTPELIER ENGINEERS OFFICE.
5. PLAN ENTITLED "MONTPELIER AND BARRE RAILROAD, SUPPLEMENT P.L.W. SHEET," DATED JANUARY 1963, BY FRED, P.E. AND FILED AS PLAN #F-129 OF THE CITY OF MONTPELIER ENGINEERS OFFICE.
6. PLAN ENTITLED "CALLESONA SPORTS, OVERALL SITE PLAN," LAST REVISED JULY 11, 2017 BY NICHOLAS LAURENCE ARCHITECTS OF COLCHESTER, AND DEWOLFE ENGINEERING ASSOCIATES OF MONTPELIER, AND PROVIDED BY SAME.
7. LOT LINE REVISION PLAN, NO FILE, NO DATE, AND NO SURVEYOR, EJECTING THE PROPERTIES OF MONTPELIER PROPERTIES NOW BUTLER, AND VERMONT PETROLEUM, NOW BEING, FILED AS PLAN #M-467 OF THE CITY OF MONTPELIER ENGINEERS OFFICE.
8. PLAN ENTITLED "PLAN OF LAND IN MONTPELIER, WASHINGTON COUNTY, VERMONT," DATED JUNE 22, 1972 BY JOSEPH LEGN OF WATSFIELD, AND FILED AS PLAN #0A-328 OF THE CITY OF MONTPELIER ENGINEERS OFFICE.
9. AN AGREEMENT BETWEEN FANNIE S. AND WALLACE G. ANDREWS, LAURA S. TERPIL, JESSE W. SARDIN, AND CENTRAL VERMONT RAILWAY COMPANY, DATED DECEMBER 23, 1921, AND RECORDED IN BOOK 31, PAGE 257 OF THE CITY OF MONTPELIER LAND RECORDS.
10. "PRIVATE CROSSING AGREEMENT BETWEEN STATE OF VERMONT, JOINED BY WASHINGTON COUNTY RAILROAD COMPANY, AND CITY OF MONTPELIER, PRIVATE CROSSING AT FORTS BLANK VERMONT RAILWAY COMPANY, VAILHORN STATION (15+00), SOUTHWEST SIDE OF BARRE STREET (74+10) DATED MAY 25, 2016, SIGNED SEALED AND TO BE FILED IN THE CITY OF MONTPELIER LAND RECORDS.



**NOTES**

1. BEARINGS ARE BASED ON STATE PLANE GRID DERIVED FROM GPS OBSERVATIONS TAKEN AT THE TIME OF THIS SURVEY.
2. NO ENCROACHMENTS WERE OBSERVED.
3. THE PURPOSE OF THIS PLAN IS TO DEPICT THE NEW EASEMENTS CREATED TO DEVELOP THIS PARCEL OR OTHER CONSTRUCTION IN THE AREA. THE WATER LINE EASEMENTS SHOWN WILL REPLACE THE EXISTING EASEMENTS.

**LEGEND**

---	PROPERTY LINE
---	EASEMENT OR PARCEL LINE
○	UTILITY POLE
○	GUY WIRE
○	HYDRANT
○	SEWER MANHOLE
○	STONE MONUMENT FOUND
○	IRON ROD FOUND
○	IRON ROD SET
○	IRON PIPE FOUND

**CERTIFICATION**

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREOF IS A TRUE AND CORRECT REPRESENTATION OF THE PARCELS BOUNDARIES DETERMINED AS NOTED HEREON AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITH ELECTRONIC TOTAL STATION SURVEY EQUIPMENT, WITH A POSITIONAL ACCURACY CONFIDENCE LEVEL ABOVE 99.9% I FURTHER CERTIFY THAT THIS PLAN MEETS ALL THE REQUIREMENTS OF TITLE 37 V.S.A. SECTION 1403.

DATE: \_\_\_\_\_

RICHARD W. BELL, L.S. #638 VT.

**REBARMENT PLAN FOR CITY OF MONTPELIER BARRE STREET MONTPELIER VERMONT**

CHECKED BY: RMB SHEET 1 OF 1 DWG # S-12

**RICHARD W. BELL LAND SURVEYING, INC.**  
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