* GERTIFICATE OF HIGHWAY MILEAGE FOR YEAR ENDING FEB. 10, 1991

Fill out the certificate, file a copy with the Town Clerk, and mail original to

Vf. Agency of Transportation, Planning Division before February 10, 1991.

▶ IF NO CHANGES IN MILEAGE, OMIT PART I, CHECK BOX IN PART II, AND SIGN PART III. ◄

PART I

- -

DISTRICT_2

We, the Selectmen/Trustees/Aldermen of <u>Vernon, Windham County</u> on an oath state that the mileage of highways, according to Title 19, V. S. A., Sec. * 305, added 1985, is as follows:

					*	
		TOWN HI	GHWAYS		STATE HIGHWAYS	TOTAL EXCLUDING CLASS 4
	CLASS I	CLASS 2	CLASS 3	CLASS 4		
PREVIOUS MILEAGE as shown february 10, 1990	0.000	7.860 -	15.580	2.220	11.662	35.102
MILEAGE ADDED SINCE FEBRUARY 10, 1990 EXPLAIN UNDER (1) BELOW			1.250 0.020			1.270
SUB TOTAL						
MILEAGE SUBTRACTED SINCE FEBRUARY 10, 1990 EXPLAIN UNDER (2) AND (3)						
TOTAL HIGHWAY MILEAGE FEB. 10. 1991	0.000	7.860	16.850	2.220	11.662	36.372
SCENIC HIGHWAY MILEAGE (19 VSA 2502)						

DURING THE PAST YEAR THE FOLLOWING CHANGES HAVE OCCURRED.

(1) NEW HIGHWAYS: We hereby certify that the following new highways as substantiated by the attached *Selectmen's Certificate of Completion 'have been added Lane (#45), Pine Ridge (#46) Central Park Rd (#41), Oak Court (#44) Poplar Lane (#45), Pine Ridge (#46)

Crestwood Estates (#42)

(2) DISCONTINUED: We hereby certify that the following highways have been discontinued according to statute and are substantiated by the attached copy of the proceedings.

(3) RECLASSIFIED/REMEASURED: We hereby certify that the following highways have been reclassified/remeasured and are substantiated by the attached copy of the proceedings.

T-39: 0.020 mile added to Class 3 - remeasurement (Woodland Road)

(4) SCENIC HIGHWAYS: We hereby certify that the following highways have been designated or discontinued as 'Town Scenic Highways ', and are substantiated by the attached copy of-the proceedings.

PART II CHECK BOX IF NO CHANGE	S IN MILEAGES.
PART III	Walter John my
SELECTMEN/ ALDERMEN/TRUSTEES 	famline M. Shipper fr.
Town/City/Village <u>CLERK SIGNATURE:</u> that this record of highway mileage	Janets Senner Chandla Charles attests
Approved:	esentative, Agency of Transportation Date

Note: Applicable section of Vermont Statutes is printed on reverse side.

Title 19. V. S. A. Section 305 Added 1985

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MERSUREMENT OF HICHWAYS

Not representative of the agency in the presence of the selectmen or their designee and measure and inspect the class i, 2 and 3 town highways in each town at least once there's ter years. The agency shall notify the town when any highway, or portion of a fighway made not meet the standards for its assigned class. If the town falls, within one year to restore the highway or portion of the highway to the accepted standard, or to 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 selectmen shall, after review by a representative of the agency, file with the town clerk a sworn statement of the description and measurements of all class 1, 2 and 3 town highways, then in existence, including any special designation such as a throughway or scenic highway. When class 1, 2 or 3 town, highways 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) The agency shall not accept any change in mlieage until the records required to be filed in the town clerk's office by this section are received by the agency.

(d) The selectmen 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 board by filling a notice of appeal with the executive secretary of the board.

Title 19. V. S. A. Section 2502 Added 1985

Soc. 2502. TOWN SCENIC ROADS: DESIGNATION AND DISCONTINUANCE

(a) On recommendation of the planning commission of a municipality, or on the in-Itiative of the legislative body of a municipality, a legislative body may, after one public hearing worned for the purpose, designate or discontinue any town highway or portion of a town highway, as a town scenic highway. Such action by the legislative body may be petitioned by the registered voters of the municipality pur-suant to the provisions of section 1973 of Title 24.

(b) A town scenic road may be reconstructed or improved in a manner consistent with the standards established by the transportation board, pursuant to section 425 of Title 10. A class 1, 2 or 3 scenic highway shall still be eligible to receive aid pursuant to the provisions of this title.

(c) The legislative body of a municipality may appeal for a variance from standards promulgated by the transportation board. In these appeals the board's decision shall be final.

> RETURN TO: VERMONT AGENCY OF TRANSPORTATION DEPARTMENT OF PLANNING AND PRECONSTRUCTION PLANNING DIVISION 133 STATE STREET MONTPELIER, VERMONT 05602

CERTIFICATE OF COMPLETION AND OPENING OF A HIGHWAY FOR PUBLIC TRAVEL

	Sandra B. Harris	•Town	Clerk of theT	own
	of Vernon,	Vermont.		
	Pursuant to Title 19, V.S.A., Section the following described section of C1. Vernon on October 30 , 19	ass III Highway		of
# 44 - # 45 -	DESCRIPTION OF RIGHT-OF-WAY: Beginni ighway - Central Park Road - Oak Court - Poplar Lane - Pine Ridge	ng		
	See Deeds attached: Cersosimo L	umber Company, 🗄	Inc., to Vernon, To	wn of
	and as shown on a Highway Map of the dated <u>July 22</u> , 19 <u>90</u> , and f of the <u>Town</u> of <u>Vernon</u> said <u>Town</u> incorpora said map by said <u>Town</u> <u>Clerk</u> .	iled in Bookb	of <u>Vernon</u> on page <u>12&13</u> of the y the <u>Town</u> ference and attested	lerk of
	Dated at, County	of Windham	and State of	f
	Vermont, this <u>17th</u> day of <u>January</u>	, A.D.,	19 _91	
		Walter Terrice, Pet. Shib Janet &	Zulvzny nie m. Anglia niowshir Holland 1Dennen	DOARD OF SELECTMEN XKEKNMEN XREXKES
*****	and the MAYOR of the City of	***************	****	****
	, VERMONT			
	<u>January 17</u> , 19 <u>91</u> .		· ·	
	THE ABOVE IS A TRUE COPY OF THE DESCR FOR PUBLIC TRAVEL, RECORDED IN BOOK OF THE Town 0F Vernon 19_90, AT 9:20 0' CLOCK,	55 ON PAGE 330 ON THE	<u>)- OF THE Land</u> 342 2nd DAY OF N	D AND OPENED RECORDS ovember,
	ATTES	r: <u>Janaia</u>	Blanis	
	100	CLERK OF	Vernon	VERMONT

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WARRANTY DEED

CERSOSIMO LUMBER COMPANY, INC. to VERNON, TOWN OF

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CERSOSIMO LUMBER COMPANY, INC., a corporation duly organized by law and having its usual place of business in Brattleboro, Windham County, Vermont, GRANTOR, in consideration of One (\$1.00) Dollar and other valuable consideration to its full satisfaction paid by TOWN OF VERNON, in the County of Vernon and State of Vermont GRANTEE, by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said GRANTEE, TOWN OF VERNON, its successors and assigns forever, a certain piece of land in Vernon, in the County of Windham and State of Vermont and described as follows, viz:

Being part of the same land and premises as was conveyed to Cersosimo Lumber Company, Inc., by Administrator's Deed of Raymond P. Perra, Administrator of the Estate of Peter Skibniowsky, Sr., dated 19 April 1982 and recorded in Book 42, Page 369 of the Vernon Land Records and all and the same land and premises as was conveyed to Cersosimo Lumber Company, Inc., by Warranty Deed of Lawrence A. Whitaker, Jr., and Janice M. Whitaker dated 17 April 1986 and recorded in Book 47, Page 425 of the Vernon Land Records, all of the above being more particularly described in Schedule A attached hereto and incorporated herein by reference. SCHEDULE A

CENTRAL PARK ROAD

STATION 0+00 Thru 9+98.57

Beginning at a point in the centerline of the travelled way of Pond Road and in the centerline of Central Park Road at Station 0-31.

Thence North 89°-49'-53" East along said centerline of Central Park Road to Station 0-11.05, being normal to and opposite an iron pin 52.83 feet left of said centerline, said iron pin being the beginning of a fillet curve having a radius of 35.00 feet and a length of 62.20 feet more or less;

Thence continuing North 89°-49'-53" East along said centerline to Station 0+00 at the side line of Pond Road and the centerline of said Central Park Road, said Station being marked by a PK Nail;

Thence continuing North 89°-49'-53" East along said centerline to Station 0+14.08, being normal to and opposite an iron pin lying 67.17 feet right of said centerline, said iron pin being the beginning of a fillet curve having a radius of 35.00 feet and a length of 47.75 feet more or less;

Thence continuing North 89°-49'-53" East along said centerline to Station 0+23.21, being normal to and opposite granite monument lying 25.00 feet left of said centerline, said granite monument being at the end of a fillet curve and the beginning of the tangent left side line of said Central Park Road;

Thence continuing North 89°-49'-53" East along said centerline to Station 0+48.34, being normal to and opposite an iron pin lying 25.00 feet right of said centerline, said iron pin being at the end of a fillet curve and the beginning of the tangent right side line of said Central Park Road;

Thence continuing North 89°-49'-53" East along said centerline to Station 2+74.30, being normal to and opposite a granite monument lying 25.00 feet left of said centerline station and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

(CONTINUED)

Thence along a curve to the left, along said centerline, a distance of 148.22 feet more of less, said curve having a radius of 200.00 feet, a delta 42°-27'-43" and being concave northerly, to Station 4+22.52, being normal to and opposite a granite monument lying 25.00 feet left of said centerline station and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence North 47°-22'-06" East, along said centerline, to Station 7+00.87, being normal to and opposite a granite monument lying 25.00 feet left of said centerline station and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence along a curve to the right, along said centerline, a distance of 134.88 feet more or less, said curve having a radius of 100.00 feet, a delta of 77°-16'-50" and being concave southerly, to Station 8+35.75, being normal to and opposite a granite monument lying 25.00 feet left of said centerline station and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence South 55°-20'-58" East, along said centerline, to Station 9+98.57 being a PK Nail, said centerline station lying South 07°-28'-29" East 33.71 feet more or less of the southwest corner of Lot #1, said centerline station also being located North 07°-28'-29" West 33.71 feet more or less of the northwesterly corner of Lot #7.

Meaning to convey a 50 foot strip of land with all fillets and appurtenances thereto, containing 1.159 acres more or less, said 50 foot strip being 25 feet either side of the aforedescribed centerline.

Reference being had for more particular details to the "Central Park Estates, Right-of-Way Plan", dated June 22, 1990, prepared by Southern Vermont Engineering.

Being land and rights conveyed to Cersosimo Lumber Company by Lawrence and Janice Whitaker, by deed dated April 17, 1986 and recorded in Book 47, at Page 425 of the Vernon Land Records.

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CENTRAL PARK ROAD

STATION 9+98.57 Thru 28+97.84

Beginning at a PK Nail in the center line of Central Park Road at Station 9+98.57 said PK Nail lying south $07^{\circ}-28^{\circ}-29^{\circ}$ east 33.71 feet more or less of the southwesterly corner of Lot #1 and being North $07^{\circ}-28^{\circ}-29^{\circ}$ West 33.71 feet more or less of the north-westerly corner of Lot #7;

Thence South 55°-20'-58" East along the center line of Central Park Road to Station 10+57.10, being normal to and opposite a granite monument lying 25.00 feet left of said centerline and being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence on a curve to the right, along said centerline, a distance of 108.71 feet more or less to a PK Nail at Station 11+65.81, said PK Nail also being Station 0+00 of Oak Court, said curve having a radius of 1267.95 feet, a delta of 04°-54'-45" and being concave southerly;

Thence continuing on the aforementioned curve, along said centerline, a distance of 90.87 feet more or less, said curve having a radius of 1267.95 feet and a delta of 04°-06'-23", to Station 12+56.68, being normal to and opposite an iron pin lying 25.00 feet left of said centerline station and also normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence South 46°-19'-50" East, along said centerline, to Station 13+51.51 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence on a curve to the left, along said centerline, 490.50 feet more or less said curve having a radius of 700.00 feet, a delta of $40^{\circ}-08'-53"$ and being concave northerly, to a PK Nail at Station 18+42.02, said station also being Station 0+00 of Pine Ridge and Station 0+00 of Poplar Lane;

Thence continuing on said curve to the left, along said centerline of Central Park Road, a distance of 501.58 feet more or less, said curve having a radius of 700.00 feet, a delta of 41°-03'-17" and being concave northerly, to Station 23+43.60 being normal to and opposite a granite monument lying 25.00 feet left of said centerline station, and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence North 52°-28'-01" East, along said centerline, to Station 26+26.55 being normal to and opposite a granite monument lying 25.00 feet left of said centerline station and also normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Central Park Road, Page Iwo

Thence on a curve to the right along said centerline, a distance of 148.21 feet more or less, said curve having a radius of 416.53 feet being concave southerly, to Station 27+74.76 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station, said iron pin being the beginning of a fillet curve with a radius of 30.00 feet and an arc length of 36.87 feet more or less;

Thence continuing along said curve to the right along said centerline, a distance of 9.40 feet more or less to Station 27:84.16 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the beginning of a fillet curve with a radius of 30.00 feet and an arc length of 31.75 feet more or less;

Thence continuing along said curve to the right, along said centerline, a distance of 22.22 feet more or less to Station 28+06.38 being normal to and opposite an iron pin lying 43.87 feet right of said centerline station, said iron pin being the end of a fillet curve at its confluence with the limits of a 100-foot cul-de-sac at the end of said Central Park Road;

Thence continuing along said curve to the right, along said centerline, a distance of 1.59 Feet more or less to Station 28+07.97 being normal to and opposite an iron pin lying 41.04 Feet left of said centerline station, said iron pin being the end of a 30-foot fillet curve at its confluence with the limits of a 100-foot cul-de-sac at the end of said Central Park Road;

Thence continuing along said curve to the right, along said centerline, a distance of 14.87 feet more or less, said curve having a radius of 416.53 feet and a total delta over the last 5 courses of 27°-00'00" and is concave southerly, to Station 28+22.84;

Thence North 79°-28'-01" East, along said centerline, 75.00 feet to an iron pin and Station 28+97.84 at the radius point of the cul-de-sac at the end of said Central Park Road, said cul-de-sac having a radius of 100.00 feet and an arc length from fillet to fillet of 540.62 feet more or less.

Meaning to convey a 50-foot wide strip of land will all fillets, cul-desacs and appurtenances thereto, containing 2.791 acres more or less, said 50 foot strip being 25 feet either side of the aforedescribed centerline. Keterence being had for more particular details to the "Central Park Estates, Right-of-Way Plan", dated June 22, 1990, prepared by Southern Vermont Engineering.

Being part of the land conveyed to the Cersosimo Lumber Company in Volume 42, Page 369-372.

OAK COURT

Beginning at a PK Nail at Station 11+65.81 in the centerline of Central Park Road at Station 0+00 of Oak Court;

Thence North 39°-39'-20" East, along the centerline of Oak Court, to Station 0+72.79, being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the end of a 50-foot fillet curve, said fillet curve having a radius of 50.00 feet and an arc length of 75.67 feet more or less;

Thence continuing North 39°-39'20" East along said centerline, to Station 0+73.02 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station, said iron pin being the end of a 50-foot fillet curve, said fillet curve having a radius of 50.00 feet and an arc length of 75.82 feet more or less;

Thence continuing North 39°-39'-20" East, along said centerline to Station 1+16.63 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence on a curve to the left, along said centerline, a distance of 106.82 feet more or less, said curve having a radius of 275.00 feet and being concave westerly, to Station 2+23.45, being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the beginning of a fillet curve with a radius of 30.00 feet and an arc length of 36.95 feet more or less;

Thence continuing along said curve to the left, along said centerline, to Station 2+32.56 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station, said iron pin being the beginning of a fillet curve with a radius of 30.00 feet and an arc length of 31.99 feet more or less;

Thence continuing along said curve to the left, along said centerline, a total distance, including the last two courses, of 136.73 feet more or less, said curve having a radius of 275.00 feet, a total delta over the last 3 courses of 28°-29'-17" and being concave westerly to Station 2+53.37;

Thence North 11°-10'-03" East, along said centerline to Station 2:55.72 being normal to and opposite an iron pin lying 42.58 feet right of said centerline station, said iron pin being the end of a 30-foot fillet curve at its confluence with the limits of a 100-foot cul-de-sac located at the end of Oak Court;

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Thence continuing North 11°-10'-03" East, along said centerline to Station 2+56.52 being normal to and opposite an iron pin lying 43.31 feet left of said centerline station, said iron pin being the end of a 30-foot fillet at its confluence with the limits of a 100-foot cul-de-sac located at the end of Oak Court:

Thence continuing North 11°-10'-53" East, along said centerline to an iron pin at Station 3+46.66 at the radius point of the cul-de-sac at the end of Oak Court, said cul-de-sac having a radius of 100.00 feet and an arc length from fillet to fillet of 540.64 feet more or less;

Meaning to convey a 50-foot wide strip of land with all fillets, cul-de-sacs and appurtenances thereto, containing 1.002 acres more or less, said 50 foot strip being 25 feet either side of the aforedescribed centerline. Reference being had for more particular details to the "Central Park Estates, Right-of-Way Plan", dated June 22, 1990, prepared by Southern Vermont Engineering.

Being part of the land conveyed to the Cersosimo Lumber Company in Volume 42, Page 369-372.

Excepting and reserving a 20-foot wide utility easement across the cul-desac at the end of Oak Court, the centerline of which is described as follows:

Beginning at a point which is the future location of a water well lying North 34°-04'-39" East 11.61 feet more or less of an iron pin at Station 3+46.66 of said Oak Court, said iron pin also being the radius point of the cul-de-sac at the end of said Oak Court;

Thence North 74°-47'17" East, along the centerline of said 20-foot easement, 54.76 feet more or less to an angle point in said easement;

Thence North 66°-49'-56" East, along said centerline, 47.89 feet more or less to a point on the easterly limit of said Oak Court cul-de-sac and the westerly boundary of Lot #4, said point lies southerly along said limit of said Oak Court cul-de-sac and said westerly boundary of Lot #4, 55.85 feet more or less from the northwesterly corner of said Lot #4.

Also excepting and reserving a 20-foot wide utility easement, the centerline of which is described as follows:

Deginning at a point in the easterly boundary of Lot #1 and the westerly limit of Oak Court, said point lies southerly along said easterly boundary and westerly limit, 44.58 feet more or less from the northeasterly corner of said Lot #1;

Thence South 88°-07'-45" East, along the centerline of said 20-foot easement and passing through Station 2:60.39 in the centerline of Oak Court, 105.92 feet more or less to a point in the easterly limit of said Oak Court and the westerly boundary of Lot #5, said point lies southerly along said easterly limit and westerly boundary, 55.46 feet more or less of the northwesterly corner of said Lot #5.

WARRANTY DEED - CONTINUED

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PINE RIDGE

Beginning at a PK Nail in the centerline of Central Park Road at Station 18+42.02, said PK Nail also being Station 0+00 of Pine Ridge;

Thence North 01°-44'-32" East, along the centerline of Pine Ridge, to Station 0+39.46;

Thence on a curve to the right, along said centerline, said curve having a radius of 1425.00 feet and being concave easterly, to Station 0+79.07 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station, said iron pin being the end of a fillet curve with a radius of 50.00 feet and an arc length of 84.24 feet more or less;

Thence continuing along said curve to the right, along said centerline, to Station 0+79.98 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the end of a fillet curve with a radius of 50.00 feet and an arc length of 84.84 feet more or less;

Thence continuing along said curve to the right, along said centerline, to Station 3+32.85 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station, said iron pin being the beginning of a fillet curve having a radius of 30.00 feet and an arc length of 34.94 feet more or less;

Thence continuing along said curve to the right, along said centerline, to Station 3+36.12 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the beginning of a fillet curve having a radius of 30.00 feet and an arc length of 33.15 feet more or less;

Thence continuing along said curve to the right, along said centerline to Station 3+61.26 being normal to and opposite an iron pin lying 42.87 feet right of said centerline station, said iron pin being the end of a 30-foot fillet curve at its confluence with the limits of a 100-foot cul-de-sac at the end of Pine Ridge;

Thence continuing along said curve to the right, along said centerline, to Station 3+62.16 being normal to and opposite an iron pin lying 41.78 feet left of said centerline station, said iron pin being the end of a 30-foot fillet curve at its confluence with the limits of a 100-foot cul-de-sac at the end of Pine Ridge;

Thence continuing along said curve to the right, along said centerline, to Station 3+89.86, said curve having radius of 1425.00 feet and a total delta over the last 7 courses of 14°-05'-20" and a total arc length of 350.40 feet more or less;

Pine Ridge, Page Two

Thence North 15°-49'-52" East, along said centerline, 62.47 feet more or less to an iron pin at Station 4+52.33 it being the radius point of the cul-de-sac, said cul-de-sac having a radius of 100.00 feet and an arc length from fillet to fillet of 540.91 feet more or less.

Meaning to convey a 50-foot wide strip of land with all fillets, cul-de-sacs and appurtenances thereto, containing 1.131 acres more or less, said 50 foot strip being 25 feet either side of the aforedescribed centerline. Reference being had for more particular details to the "Central Park Estates, Right-of-Way Plan", dated June 22, 1990, prepared by Southern Vermont Engineering.

Being part of the land conveyed to the Cersosimo Lumber Company in Volume 42, Page 369-372.

Excepting and reserving a 20-foot wide utility easement across the cul-desac at the end of Pine Ridge, the centerline of which is described as ' follows:

Beginning at a point which is the future location of a water well lying North 76°-36'-31" East 22.39 feet more or less of an iron pin at Station 4+52.33 of said Pine Ridge said iron pin also being the radius point of the cul-de-sac at the end of Pine Ridge;

Thence North 59°-25'-46" East along the centerline of said 20-foot easement, 35.62 feet more or less to an angle point in said easement;

Thence North 72°-42'33" East, along the centerline of said 20-foot easement, 42.78 feet more or less to a point on the easterly limit of said cul-de-sac and the westerly boundary line of Lot //11, said point lies southerly along said limit of said cul-de-sac and said boundary of Lot //11 33.50 feet more or less of the northwesterly corner of said Lot //11.

POPLAR LANE

Beginning at a PK Nail at Station 18+42.02 in the centerline of Central Park Road at Station 0+00 of Poplar Lane;

Thence South 01°-44'-32" West, along the centerline of Poplar Lane, to Station 0+69.28 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station, said iron pin being the end of a 50-foot fillet curve, said fillet curve having a radius of 50.00 feet and an arc length of 72.28 feet more or less;

Thence continuing South $01^{\circ}-44^{\circ}-32^{\circ}$ West, along said centerline, to Station 0+73.50 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the end of a 50-foot fillet curve, said fillet curve having a radius of 50.00 feet and an arc length of 75.10 feet more or less;

Thence continuing South 01°-44'32" West, along said centerline, to Station 1+38.73 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, and also being normal to and opposite an iron pin lying 25.00 feet right of said centerline station;

Thence southerly on a curve to the right, along said centerline, said curve having a radius of 522.63, to Station 3+29.27 being normal to and opposite an iron pin lying 25.00 feet right of said centerline station; said iron pin being the beginning of a fillet curve having a radius of 30.00 feet and an arc length of 35.77 feet more or less;

Thence continuing along said curve to the right, along said centerline, to Station 3+35.16 being normal to and opposite an iron pin lying 25.00 feet left of said centerline station, said iron pin being the beginning of a fillet curve with a radius of 30.00 feet and an arc length of 32.56 feet more or less;

Thence continuing along said curve to the right, along said centerline, to Station 3+59.67 being normal to and opposite an iron pin lying 43.11 feet right of said centerline station, said iron pin being the end of a 30-foot fillet curve at its confluence with the limits of a 100-foot cul-de-sac located at the end of Poplar Lane;

Thence continuing along said curve to the right, along said centerline, to Station 3+59.75 being normal to and opposite an iron pin lying 41.63 feet left of said centerline station, said iron pin being the end of a 30-foot fillet curve at its confluence with the limits of a 100-foot cul-de-sac located at the end of Poplar Lane;

Thence continuing along said curve to the right, along said centerline, said curve having a radius of 522.63 feet and a total arc length of 225.83 feet, more or less, to Station 3:64.57; the total delta over the last five (5) courses is 24° 45' 27".

Poplar Lane, Page Two

Thence South 26°-29'-59" West, along said centerline, 85.74 feet more or less to an iron pin at Station 4+50.30, said iron pin also being the radius point of a cul-de-sac at the end of Poplar Lane, said cul-de-sac having a radius of 100.00 feet and an arc length from fillet to fillet of 540.82 feet more or less.

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Meaning to convey a 50 -foot wide strip of land with all fillets, cul-de-sacs and appurtenances thereto, containing 1.120 acres more or less, said 50 foot strip being 25 feet either side of the aforedescribed centerline.

Reference being had for more particular details to the "Central Park Estates, Right-of-Way Plan", dated June 22, 1990, prepared by Southern Vermont Engineering.

Being part of the land conveyed to the Cersosimo Lumber Company in Volume 42, Page 369-372.

Excepting and reserving a 20-foot wide utility easement across the cul-desac at the end of Poplar Lane, the centerline of which is described as follows:

Beginning at a point which is the future location of a water well lying South 10°-45'-00" West 20.84 feet more or less of an iron pin at Station 4+50.30 of said Poplar Lane, said iron pin also being the radius point of the cul-de-sac at the end of Poplar Lane;

Thence South 28°-26'-36" East, along the centerline of said 20-foot easement, 36.18 Feet more or less, to an angle point in said easement;

Thence South 16°-52'-34" West, along the centerline of said 20-foot easement, 49.85 feet more or less to a point in the southerly limit of the cul-de-sac at the end of Poplar Lane and the northerly boundary of Lot #23, said point being located 15.15 feet more or less easterly of the northwesterly corner of said Lot #23.

Also excepting and reserving a 20-foot wide utility easement, the centerline of which is described as follows:

Beginning at a point in the westerly boundary of Lot #19 and the easterly limit of Poplar Lane, said point being located 28.27 feet more or less southerly of an iron pin located 25.00 feet easterly of centerline Station 1+38.73 of Poplar Lane;

Thence North $86^{\circ}-22^{\circ}-54^{\circ}$ West, along the centerline of said easement, 60.01 feet more or less passing through centerline Station 1+66.18 of Poplar Lane to a point in the westerly limit of said Poplar Lane and the easterly boundary of Lot #24, said point being located 26.63 feet more or less southerly of an iron pin located 25.00 feet westerly of centerline Station 1+38.73 of Poplar Lane.

For a more particular description see plan entitled "Central Park Estates, Right of Way Plan" dated 22 June 1990, prepared by Southern Vermont Engineering and to be recorded herewith in the Vernon Land Records.

The purpose of this deed is to convey the above described roads to the Town of Vernon for a public highway.

The Grantor in consideration of the acceptance of this deed by the Town of Vernon agrees that all of the utility easements described in Schedule A described are subject to the restriction that any user of said utility easement will have the responsibility of maintaining the same at their own expense and in the event any damage is done to the road improvements herein conveyed to the Town of Vernon the user shall bear all costs of returning said roads to their previous conditions. Additionally, while the Town of Vernon shall not unreasonably interfere with the use of said utility easements, the Town shall not be liable for any interference or damage caused by the reasonably expected and normal use and maintenance of the roads herein conveyed as public highways, including but not limited to contamination of wellls through use of salt or other foreign matter.

Also conveying all and the same rights and easements as was reserved in the deed of Cersosimo Lumber Company, Inc., to Philip G. Gibson and Catherine P. Gibson dated July 21, 1989 and recorded in Book 53, Pages 215-217 of the Vernon Land Records and therein described as follows:

Excepting and Reserving to the Grantor, its successors and assigns an easement for the construction and maintenance of a fire pond as shown on the aforementioned Plan and the plans of Central Park Estates together with such slope and drainage rights as are said powd to be used for fire purposes necessary and incidental thereto, said easement being more only particularly described as follows:

141.

Beginning at the iron pin which marks the northeast corner of Lot 7 located in the southerly boundary of Central Park Road;

Thence running along Lot 24 S 15° 00' 07" W a distance of 250.25 feet to a point for a corner;

Thence turning and running S 85' 03' 28" W a distance of 82.07 feet to a point;

Thence turning and running S 59' 48' 30" W a distance of 102.00 feet to a point;

Thence turning and running N59' 12' 46" W a distance of 50.00 feet to a point;

Thence turning and running N 16' 07' 45" W a distance of 46.78 feet, to a point;

Thence turning and running N 12' 34' 05" E a distance of 100.60 feet, to a point;

Thence turning and running N 74 13' 01" W a distance of 40.23 feet, to a point;

Thence turning and running N 03' 37' 02" W a distance of 63.73 feet, to a point;

Thence turning and running N 27 39' 52" E a distance of 73.33 feet, to a point;

Thence turning and running N 65' 40' 47" E a distance of 80.37 feet, to a point;

Thence turning and running North 38' 26' 03" E a distance of 64.63 feet to a point in the southerly side of Central Park Road;

Thence turning and running easterly along the southerly side of Central Park Road 198 feet, more or less, to the iron pin which marks the point and place of beginning.

TO HAVE AND TO HOLD said granted premises with all the privileges and appurtenances thereto to the said TOWN OF VERNON, its successors and assigns, to its own use and behoof forever; and the said GRANTOR, CERSOSIMO LUMBER COMPANY, INC., for itself and its successors and assigns, does covenant with the said GRANTEE, TOWN OF VERNON, its successors and assigns forever, 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 the manner aforesaid; that they are free

WARRANTY DEED - CONTINUED

from every encumbrance, except as aforesaid, and it does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, ANTHONY CERSOSIMO, Treasurer and duly authorized agent of CERSOSIMO LUMBER COMPANY, INC., hereunto sets his hand and seal this 30 fh day of October 1990.

IN PRESENCE OF:

CERSOSINO LUMBER COMPANY, INC. By: Clessacino

Anthony Cersosimo, Its Treasurer and duly authorized agent

STATE OF VERMONT

342.

WINDHAM COUNTY, SS.

At Brattleboro this $30 \frac{1}{h}$ day of $0 \frac{1}{b h}$ A.D. 1990, ANTHONY CERSOSIMO, Treasurer and duly authorized agent of CERSOSIMO LUMBER COMPANY, INC., personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of CERSOSIMO LUMBER COMPANY, INC.

1. Mr. Before me

Fermiont Property Transfer Tax 32 V.S.A. Chap. 231 —ACKNOWLEDGMENT letturn Rec'd.-Tax Paid-Board of Health Cert. R.c'd. VI. Land Use & Development Plans Act Cert. Rec'd. Return No. 1990.67 Signed Nope. (Beth.: restersk Oete 1990.8, 1990

Vernon, Vermont Town Clerk's office November 2 A.D. 1990 at 9:20 A.M.

then received an instrument of which the foregoing is a true copy. ATTEST: Asst. Town Clerk

CERTIFICATE OF COMPLETION AND OPENING OF A HIGHWAY FOR PUBLIC TRAVEL

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	Sandra B. Harris	, Town	Clerk of the Town	
	of Vernon	_, Vermont.		
		Class III Highway		of
	DESCRIPTION OF RIGHT-OF-WAY: Begin	ning		
Town Hi # 42 -	-	ttached	nia K. and Kenney, Ro	obert J.
	of the Town of Vernon	filed in Book D by rated herein by ref	of Vernon on page <u>11</u> of the 1 of the <u>Town</u> Clo ference and attested of	erk of
	Dated at, Coun	ty of	and State of	
	Vermont, this <u>17th</u> day of <u>Jan</u>	uary, A.D., 1	19 _91	
		Walter Janet & Janet &	Jelvmy Ju Jujich voland Dennen	BOARD OF SELECTMEN A LDERME N TRUSTEE
*****	and the MAYOR of the City of		*****	hade alande alande alande alande alande alande alande
,×	Vernon, VERMON			
		•.	×.	
	THE ABOVE IS A TRUE COPY OF THE DES FOR PUBLIC TRAVEL, RECORDED IN BOOK OF THE <u>Town</u> OF <u>Vernon</u> 19 90 AT 9:36 O' CLOCK,	ON PAGE 263 ON THE M.	-7 OF THE Land 9th DAY OF Oc	RECORDS
	ATT	EST: Sanau	aBarus	magazza
		Own CLERK OF	Vernon,	VERMONT

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Rev. 11/73

WARRANTY DEED

KENNEY, VIRGINIA K., FORMERLY WHITAKER, VIRGINIA K.

KENNEY, ROBERT J. to VERNON, TOWN OF

WARRANTY DEED

200.

KNOW ALL PERSONS BY THESE PRESENTS that Virginia K. Kenney, formerly Virginia K. Whitaker, joined by her husband Robert J. Kenney of Vernon in the County of Windham and State of Vermon't, Grantors, in the consideration of One and more dollars paid to their full satisfaction by the Town of Vernon in the County of Windham in the State of Vermont, Grantee, by these presents, do freely Give, Grant, Sell, Convey and Confirm unto the said Grantee, Town of Vernon and its successors and assigns forever, a certain piece of land in Vernon in the County of Windham and State of Vermont, described as follows, viz:

Being a portion of the land and premises conveyed to Lawrence A. Whitaker and Virginia K. Whitaker, husband and wife (Lawrence A. Whitaker deceased on 27 February 1985, and the death certificate is recorded at Book of Deaths H, Page 300 of the Vernon Land Records), by Warranty Deed of Wallace H. Whitaker and Hattie E. Whitaker, husband and wife, dated 6 February 1957, recorded in Volume 26, Page 229 of the Vernon Land Records, and being the access road shown on a "Right Of Way Plan, Subdivision of Virginia Whitaker" prepared by Southern Vermont Engineering, Project No. 1674B, dated 8/13/90, to be recorded in the Vernon Land Records and therein described as follows:

Beginning at a monument set where the northerly bound of the said right-of-way meets the westerly bound of Pond Road, so-called; thence running along a curve to the right with a length of 48.406 feet and a radius of 30.000 feet to an unmarked point; thence continuing along a curve to the left with a length of 99.860 feet and a radius of 150.000 feet to an unmarked point; thence running S 35° 54' 16" W, a distance of 47.32 feet to an unmarked point; thence running along a curve to the right a distance of 93.135 feet and a radius of 100.000 feet to an unmarked point; thence running S 89° 16' 00" W, a distance of 75.00 feet to an iron pin, said pin marking the southeast corner of Lot 5 in said subdivision; the last five courses running along lands being retained by Grantors herein; thence running along the southern boundary of Lot 5 in said subdivision S 89° 16' 00" W a distance of 199.99 feet to an iron pin; thence continuing along a curve to the right with a length of 46.365 feet and a radius of 50.000 feet to an unmarked point; thence continuing along a curve to the left with a length of 81.673 feet and a radius of 75.000 feet to an iron pin set in the ground, said iron pin being the southwest corner of Lot 5 and the easterly corner of Lot 4 in said subdivision; thence continuing along a curve to the left with a length of 159.605 feet and a radius of 75.000 feet to an iron pin set in the ground, said pin marking the southeast corner of Lot 4 in said subdivision; thence continuing along a curve to the left a distance of 133.436 feet with a radius of 75.000 feet to an iron pin, said iron pin marking the northeasterly corner of Lot 3 and the northwesterly corner of Lot 2 in said subdivision; thence continuing along a curve to the right with a length of 46.365 feet and a radius of 50.000 feet to an iron pin; thence N 89° 16' 00" E, a distance of 239.90 feet to an iron pin set in the ground, said pin marking the northeast corner of Lot 2 in said subdivision; thence continuing in the same direction 35.09 feet to an unmarked point; thence continuing along a curve to the left a distance of 139.702 feet with a radius of 150.000 to an unmarked point; thence running N 35° 54' 16" E, a distance of 47.32 feet to an unmarked point; thence continuing along a curve to the right a distance of

264. WARRANTY DEED - CONTINUED

62.688 feet with a radius of 100.000 feet to an unmarked point; thence continuing along a curve to the right a distance of 45.654 feet with a radius of 30.000 feet to a monument marking the northeast corner of Lot 1 in said subdivision, said monument being on the westerly bound of the said Pond Road; thence running in a northwesterly direction along the west side of Pond Road to the point and place of beginning.

SUBJECT TO a twenty (20) foot wide utility easement for the purposes of laying out, repairing and maintaining a sewer force main to the benefit of Lot 1 in said subdivision as indicated on said Right-of-Way Plan, to which reference may be had. The said sewer force main is two inches in diameter within a four inch sleeve, and is buried six feet deep. The grantors herein covenant that they shall repair at their expense any damage to the subject access road due to the maintenance or replacement of said sewer force main until such time as municipal sewer service is provided to the said Lot 1.

Conveyed herewith are the following two culverts in the subject access road: a culvert at the entrance of the said access road 15 inches in diameter and 52 feet long; a culvert in the cul-de-sac 15 inches in diameter and 40 feet long.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Town of Vernon, its successors and assigns, to its own use and behoof forever; And they the said Grantors, Virginia K. Kenney and Robert J. Kenney, for themselves and their heirs and assigns, do covenant with the said Grantee, Town of Vernon, its successors and assigns, that until the ensealing of these presents they are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance except as aforesaid, and they do hereby engage to Warrant and Defend the same against all lawful claims whatever, except as aforesaid.

In Witness Whereof, they hereunto set their hands and seals this 2nd day of Detrover 1990.

esence of:

State of Vermont Windham County

) ss.

At / Univer this / Jr. day of / Orther, 1990, Virginia K. Kenney and Robert J. Kenney personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me:

My commission expires: 10-91

The parties below, being all the parties who have an easement interest in the access road being conveyed

In Witness Whereof, James L. Rittenhour and Deborah D. Rittenhour, owners of Lot 3, Crestwood Estates hereunto set their hands and seals this and day of O. T. G. L., 1990.

In Presence of:

enhour G. Ille Dorol Deborah D. Rittenhpur

STATE OF VERMONT) WINDHAM_COUNTY)SS.

At 1920 this 12 day of Offer 1990 James L. Rittenhour and Deborah D. Rittenhour personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, Arevos

ELIZABETH P. UNDERWOOD Notary Public, State of Vermont Commission Expires Feb. 10th 19-00

tit,

In Witness Whereof, Edward W. Agoes and Lisa M. Agoes, owners of Lot 4, Crestwood Estates hereunto set their hands and seals this $\sim 7+4$ day of ~ 0 closer 1990.

In Presence of:

Spar

Edward W. Agoes Lisa M. Agoes

STATE OF VERMONT) WINDHAM COUNTY)SS.

At Vernon this 7th day of October 1990 Edward W. Agoes and Lisa M. Agoes personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me,

Notary Jublic

The parties below, being all the parties who have an easement interest in the access road being conveyed herein, do for themselves and their heirs and assigns, covenant with the said Town of Vernon, its successors and assigns, that from and after the ensealing of these presents the said parties will have and claim no right, in, or to the said access road.

In Presence of:

Theodore Kelley unsch

STATE OF VERMONT) WINDHAM COUNTY)SS.

At Value this 2nd day of Within 1990 Theodore R. Wunsch and Kelley L. Wunsch personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, ELIZABETH P. UNDERWOOD

Notary Public, State of Vermont Commission Expires Feb. 10th 19

In Witness Whereof, Timothy J. and Mary B. Virgil, owners of Lot 2, Crestwood Estates hereunto set their hands and seals this 22 day of October , 1990.

In Presence of:

Marv

STATE OF VERMONT) WINDHAM COUNTY)SS.

At Jernow this Jud day of Still 1990 Timothy J. Virgil and Mary B. Virgil personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me 200 Notary Public

ELIZABETH P. UNDERWOOD Notary Public, State of Vermont Commission Expires Feb. 10th 1991 In Witness Whereof, Christopher G. Pollica and Susan M. Pollica, owners of Lot 5, Crestwood Estates, hereunto set their hands and seals this / Lub day of Column 1990.

Presence of: 1000

111 Po opher usan M. S Pollica

STATE OF VERMONT) WINDHAM COUNTY)SS.

At Vernow this And day of Oction 1990 Christopher G. Pollica and Susan M. Pollica personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Vermont Property Transfer Tax 32 V.S.A. Chap. 231 -ACKNOWLEDGMENT--Return Recid-Tax Paid-Board of Health Gert. Rucid 1 Land Use & Development Flans Act Cert. Recid. Return Ng. 1990-65 Signed Standard Thanks, Clerk Date October 19, 1990-....

Before me, Notary Publi ELIZABETH P. UNDERWOOD

Notary Public, State of Verment

Vernon, Vermont Town Clerk's office October 19 A.D. 1990 at 9:36 A.M. then received an instrument of which the foregoing is a true copy.

ATTEST: <u>Manual Acuin</u> Asst. Town Clerk

267.

TOWN

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1. 1995 - 1

VERNON

OFFICIAL Richard Taylor Road Foreman

MAP				
	TOWN	1	1	
IDENT. LETTER	HWY. NO.	CLASS 3 CHANGE	CLASS 4 CHANGE	EXPLANATION
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C	Prov. T-42	+0.170	X	CRESTWOOD ESTATES
D	Prov. T-43 Prov. T-44	+0.120 +0.140	U	04// 00//DM
E F	Prov. 1-44 Prov. T-45	+0.140 +0.160	X	OAK COURT POPLAR LANE
G	Prov. T-46	+0.160	X	POPLAR LANE PINE RIDGE
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