

## CORRECTIVE EASEMENT AGREEMENT

Whereas, by a Trail Easement deed, dated October 3, 2002, executed by Greenwood America, LLP of record at Volume 147, Page 95 of the Town of Charlotte Land Records, the Town of Charlotte ("Deed 1") was conveyed a recreation trail easement; and

Whereas, the recreation trail easement conveyed in Deed 1 states that the easement runs along the Westerly side of the so-called "Creamery Lot" on Ferry Road (the "Creamery Lot"), said lot being depicted as "Remainder of Lot 1, Greenwood America, LLP" (6.01 A) on a plat entitled "Survey Plat of Subdivision Modification, GREENWOOD AMERICA LLP, Ferry Road, Charlotte, Vt.", prepared by Trudell Consulting Engineers, Inc., dated February 1, 2002, and recorded in Map Slide 127, Page 4 of the Town of Charlotte Land Records (the "Greenwood America Plan"); and

Whereas, Deed 1 may be ambiguous in that it failed to describe the width of the foregoing recreation trail easement; and

Whereas, the Greenwood America Plan referred to in Deed 1 depicts the so-called Creamery Lot but neither depicts the foregoing recreation trail easement nor identifies its width along the westerly side of said Creamery Lot; and

Whereas, in an effort to resolve the ambiguities created by and clarify Deed 1 as described above, The Lake Champlain Waldorf School, a successor-in-title to Greenwood America, LLP for the Creamery Lot, by Warranty Deed, dated March 25, 2003, and of record in Volume 136, Page 325 of the Town of Charlotte Land Records, granted a second Easement Deed to the Town of Charlotte, which deed is of record at Volume 175, Page 105 of the Town of Charlotte Land Records ("Deed 2"); and

Whereas, by Deed 2, The Lake Champlain Waldorf School conveyed a permanent twenty-foot (20') wide recreation trail easement to the Town of Charlotte, having an improved, traveled surface eight (8) feet in width centered within the easement area, as shown on a plan entitled "NRP 115 kV Aesthetic Mitigation Landscape Plan Ferry Road: Underground Route – Recreation Path," Sheet L6.2, dated 1/4/08 and prepared by T.J. Boyle and Associates, is of record at Map Slide 159, Page 3 of the Town of Charlotte Land Records; and

Whereas, Deed 2 resolved the perceived ambiguities set forth above with respect to Deed 1, but may have created a further ambiguity by failing to confirm that by the Town's acceptance and recording of Deed 2, the recreation trail easement created under Deed 2 replaced the recreation trail easement created in Deed 1 in its entirety.

Now therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which each party hereto acknowledges to the other, the parties hereto agree as follows:

**1. Confirmation that Deed 2 Replaced and Superseded Deed 1.**

The parties hereto hereby agree that Deed 2 was intended to replace Deed 1 in all respects. Accordingly, the Town of Charlotte by quitclaim hereby grants, conveys, waives and releases unto The Lake Champlain Waldorf School, its successors and assigns, all right, title and

interest the Town of Charlotte may have in and to the recreation trail easement as described in Deed 1, to have and to hold all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to The Lake Champlain Waldorf School, its successors and assigns forever. The Town of Charlotte, for itself and its successors and assigns, covenants with The Lake Champlain Waldorf School, its successors and assigns, that from and after the date of this Agreement, the Town of Charlotte will have and claim no right, in or to the said recreation trail easement as described in Deed 1. It being understood, agreed and confirmed by the parties hereto that the Town of Charlotte shall retain all its right, title and interest in and to that certain twenty foot (20') wide recreation trail easement conveyed to it by Deed 2.

**2. Preservation of 20 Foot Wide Perpetual Recreation Trail Easement.**

By this Agreement, the Town of Charlotte and The Lake Champlain Waldorf School hereby confirm the easement rights in favor of the Town of Charlotte granted by Deed 2 and all of the terms and conditions set forth therein, which remain unamended and unaffected by this Agreement and in full force and effect, including but not limited to, the twenty-foot (20') wide recreation trail easement depicted on a plan entitled "NRP 115 kV Aesthetic Mitigation Landscape Plan Ferry Road: Underground Route – Recreation Path," Sheet L6.2, dated 1/4/08 and prepared by T.J. Boyle and Associates, which was recorded at Map Slide 159, Page 3 of the Town of Charlotte Land Records.

This Corrective Easement Agreement is executed and recorded for the sole purpose of clarifying that the Town of Charlotte holds a permanent, twenty-foot (20') wide recreation trail easement over the Creamery Lot, as described in Deed 2 and as depicted on a plan entitled "NRP 115 kV Aesthetic Mitigation Landscape Plan Ferry Road: Underground Route – Recreation Path," Sheet L6.2, dated 1/4/08 and prepared by T.J. Boyle and Associates, which was recorded at Map Slide 159, Page 3 of the Town of Charlotte Land Records, and the Town of Charlotte's waiver and release of any claim or interest that it may have had to an additional thirty-foot (30') wide recreation path easement as described in Deed 1. This Agreement shall run with the Creamery Lot and be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals  
this \_\_\_\_ day of September 2015.

The Lake Champlain Waldorf School

By: \_\_\_\_\_

Its \_\_\_\_\_  
and Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County and State this \_\_\_\_ day of September 2015 personally  
appeared \_\_\_\_\_, duly authorized agent of Lake Champlain  
Waldorf School, and acknowledged the foregoing as his/her free act and deed and the free act  
and deed of the Lake Champlain Waldorf School.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Town of Charlotte

By: \_\_\_\_\_

Its \_\_\_\_\_  
and Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At \_\_\_\_\_ in said County and State this \_\_\_\_ day of  
September 2015, personally appeared \_\_\_\_\_, its  
\_\_\_\_\_ and duly authorized agent of the Town of Charlotte,  
and acknowledged the foregoing as his/her free act and deed and the free act and deed of the  
Town of Charlotte.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_