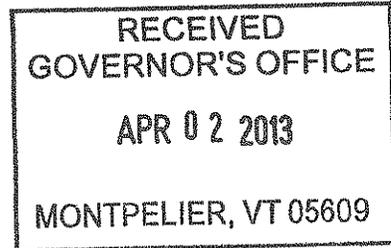


State of Vermont  
Department of Forests, Parks and Recreation  
103 South Main Street, 10 South  
Waterbury, VT 05671-0601  
www.vtfpr.org

Agency of Natural Resources

[tdd] 800-253-0191



*MEMORANDUM*

**To:** Sarah London, Governor Peter Shumlin's Office

**From:** Mike Fraysier, ANR Lands Director 

**Date:** March 12, 2013

**SUBJ:** Attached Request for Governor's Approval for the Vermont Department of Fish and Wildlife to Convey Easements and Land at Willoughby Falls Wildlife Management Area to the Village of Orleans

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Enclosed is a request for Governor's approval for the Vermont Department of Fish and Wildlife to convey various easements and land to the Village Orleans. These conveyances are in connection with a recently completed bridge replacement project (BRO 1449-29) in the Village of Orleans on Town Highway #3 where the road crosses the Willoughby River at Willoughby Falls. These conveyances are part of a series of conveyances that have previously been reviewed and approved by ANR, VTrans, and the Village of Orleans as part of this bridge project. ANR had planned to execute these final conveyances in the summer of 2011, but this effort was delayed due to the flooding of the Waterbury Office Complex by Tropical Storm Irene.

Included with the Governor's approval memo are a map of the project site and surrounding state lands, a proposed Quit-Claim Deed of Easement for Parcel 2 and a separate proposed Quit-Claim Deed for Parcel 4.

If you have any questions or need additional information, please contact me at 583-7511 or at [mike.fraysier@state.vt.us](mailto:mike.fraysier@state.vt.us). Thank you.

Department of Fish and Wildlife  
Commissioner's Office  
103 South Main Street  
10 South  
Waterbury, VT 05671-0501  
802-241-3730

TO: Peter Shumlin, Governor

THROUGH: Deborah L. Markowitz, Secretary, Agency of Natural Resources

FROM: Patrick H. Berry, Commissioner, Department of Fish and Wildlife

DATE: March 12, 2013

SUBJECT: Quit-Claim Deed and Easement Deed, State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife to the Village of Orleans

**Recommendation: That you approve the conveyance of the various easements and land as specified in the attached Quit-Claim Deed of Easement and Quit-Claim Deed from the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife to the Village of Orleans.**

Description of Project

The Department of Fish and Wildlife owns an Access Area on the Willoughby River in Orleans as part of Willoughby Falls Wildlife Management Area. The bridge over the Willoughby River in this location was replaced in 2008 (VTrans project BRO 1449 (29)). As part of this bridge project, the Department has previously agreed to convey various easements and land to the Village of Orleans on certain parcels of this state land. Project plans refer to these parcels as Parcel 2 and Parcels 4A, 4B, and 4C. The Quit-Claim deed of Easement for Parcel 2 conveys various easements to the Village of Orleans including relocation of an existing utility line easement, certain easements for managing drainage, and several temporary construction easements (which have since expired with the completion of the bridge). Parcels 4A – 4C consist of 2156 square feet of land to be conveyed to the Village of Orleans that was necessary for the bridge replacement project. In order to clear a title defect associated with these parcels, VTrans required both the Department and an adjacent owner (David Blodgett) to sign the Quit-Claim Deed.

Need

The old bridge crossing the Willoughby River at Willoughby Falls in Orleans was unsafe and in need of replacement. A new bridge was completed at this site several years ago.

The replacement bridge is wider and helps to reduce conflicts between drivers, anglers, and members of the public who come to watch the fish spawning runs in the spring. The easements and property specified in the attached deeds were necessary for the completion of this bridge project and have been thoroughly reviewed by and approved by ANR, VTrans, and the Village of Orleans.

Cost

There is no cost to the Department of Fish and Wildlife. Vtrans has previously transferred \$2000 to the Department of Fish and Wildlife as payment for the easements associated with Parcel 2.

Impact on Fish and Wildlife Lands

The bridge project has been completed and has resulted in improved safety for motorists, pedestrians, and anglers. The proposed conveyances would provide the Village of Orleans the ability to maintain the bridge and utility ROW along Town Highway #3 and would have no appreciable impact on the adjacent Access Area and Wildlife Management Area.

**APPROVAL FOR ACQUISITION OF LAND**

We the undersigned, hereby approve the Quit-Claim Deed of Easement for Parcel 2 and the Quit-Claim Deed of Parcel 4A, 4B and 4C from the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife to the Village of Orleans along Town Highway #3 as it crosses the Willoughby River at Willoughby Falls Access Area and Wildlife Management Area. This approval is pursuant to Title 10, Chapter 103, section 4147 of the Vermont Statutes Annotated which states in part "...the secretary, with approval of the governor, may exchange, sell or lease lands under the secretary's jurisdiction when, in his or her judgment, it is advantageous to the state to do so ..."

3/25/13  
Date

  
Peter Shumlin, Governor  
State of Vermont

3-13-13  
Date

  
Deborah L. Markowitz, Secretary  
Agency of Natural Resources

3/12/13  
Date

  
Patrick H. Berry, Commissioner  
Fish and Wildlife Department



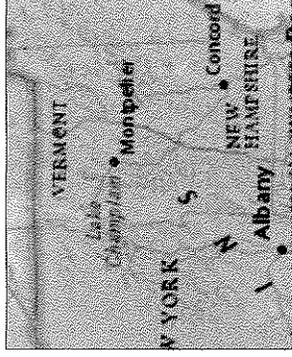
# Natural Resources Atlas

Vermont Agency of Natural Resources

vermont.gov



1: 5,308  
March 12, 2013



### LEGEND

- State Natural Areas
- VT Forests, Parks and Recreation Lands
  - State Forest, Fee ownership
  - State Park, Fee ownership
  - Non-fee interest
- Roads
  - Principal Arterial
  - Minor Arterial
  - Rural Major Collector
  - Rural Minor Collector
  - Urban Collector
  - Local
  - Not part of the Functional Classification

### NOTES

Map created using ANR's Natural Resources Atlas

270.0 0 135.00 270.0 Meters

1" = 442 Ft 1cm = 53 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

© Vermont Agency of Natural Resources

ORIGINAL

VILLAGE OF ORLEANS  
QUIT-CLAIM DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT the State of Vermont acting by and through its Agency of Natural Resources, Department of Fish and Wildlife, having its main office in the Town of Waterbury, in the County of Washington and State of Vermont, in consideration of Two Thousand and No/100 Dollars (\$2000.00) paid to its full satisfaction by the Village of Orleans, has REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the said Village of Orleans, all right, title and interest which it, the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, or its successors or assigns, have in and to certain rights and/or easements on land in the Village of Orleans, Town of Barton, County of Orleans and State of Vermont, described as follows, viz:

Being part of the same land and premises conveyed to State of Vermont by the following instruments:

1. Vermont Limited Warranty Deed from The Nature Conservancy dated June 26, 1987, and recorded in Book 75, Pages 307-310;
2. Corrective Warranty Deed from Arlene Cummings dated April 28, 1988, and recorded in Book 75, Pages 374-376;
3. Warranty Deed from Arlene Cummings dated November 1, 1965, and recorded in Book 53, Page 142;
4. Warranty Deed from Neal A. Tarbox and Daisy E. Tarbox dated December 23, 1966 and recorded in Book 53, Page 282A;
5. Warranty Deed from Ralph G. Whitcomb and Gertrude B. Whitcomb dated June 29, 1956, and recorded in Book 50, Page 152;
6. Warranty Deed from Maurice D. Lancaster and Elizabeth M. Lancaster dated June 26, 1956, and recorded in Book 50, Page 153;

all of the Land Records of the Town of Barton, and being more particularly described as follows:

Being Parcel #2 consisting of easements and/or rights on land as shown on Pages 12 and 13 of the revised plans of Highway Project Barton BRO 1449 (29) as filed on the 28th day of November, 2005, in the office of the Clerk of the Town of Barton.

In connection with the above parcel the following easements are conveyed:

Temporary easements during the period of construction to enter upon land of the grantor for construction purposes, including but not limited to the right to cut and dispose of all trees, stubs, brush, bushes and debris, down timber; install erosion control barriers and project demarcation fence as necessary; and undertake general construction functions; in an area of 731 square feet, more or less, located right of and between approximate stations 4+46.1 and 6+00.00; in an area of 298 square feet, more or less, located right of and between approximate stations 6+84.51 and 7+20.11; and in an area of 354 square feet, more or less, located right of and between approximate stations 7+21.74 and 8+08.55; all stations are of the established centerline of the Highway Project.

A permanent easement in an area of 0.14 acre, more or less, and located right of and between approximate stations 5+25.00 and 8+82.47 of the established centerline of the Highway Project to install, construct, reconstruct, operate, repair, maintain, replace, patrol and remove overhead or underground cable, lines, conduits, poles, guys, anchors, braces, fixtures, and appurtenances thereto, hereinafter referred to as facilities, as necessary for the transmission of power and telecommunications under, upon, or across land of the grantor. This easement also includes the perpetual right to cut, trim, and remove all trees, shrubs, bushes, underbrush, and other items, as determined necessary by the Village of Orleans, for the safe and efficient operation and maintenance of the facilities. The grantor its successors and assigns, will not without the prior written permission of the Village of Orleans, erect or permit the erection of any building or other structure; plant or permit the growth of any trees or bushes; change the grade or permit the change of grade, or fill or excavate within this easement area which will adversely affect the maintenance and operation of the utility service lines and facilities as determined by the Village of Orleans, its successors and assigns. The easement width may vary but will not exceed a width of thirty feet.

Permanent easements, to install and maintain a guy wire at or near and right of approximate stations 5+48.74 and 8+00.00 of the established centerline of the Highway Project.

A permanent easement to construct and maintain the channel of a certain stream of water, known locally as Willoughby River, now running on lands of the grantor in an area of 279 square feet, more or less, and located right of and between approximate survey stations 6+86.26 and 7+29.00 of the established centerline of the Highway Project.

A permanent easement to discharge water on land of the grantor as such water may hereafter be discharged or flow right of and between approximate stations 6+86.26 and 7+12.17 of the established centerline of the Highway Project.

A permanent easement to install and maintain a culvert and drop inlet right of and between approximate stations 7+12.17 and 7+60.07 of the established centerline of the Highway Project.

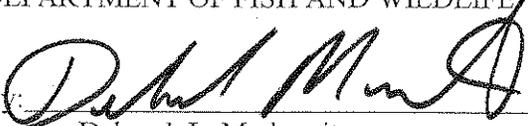
A temporary easement during the period of construction to enter upon land of the grantor to construct a drive at or near and right of approximate station 7+ 60.00 of the established centerline of the Highway Project.

TO HAVE AND TO HOLD its right and title in and to said quit-claimed rights and/or easements, with the appurtenances thereof, to the said Village of Orleans, and its successors and assigns forever.

AND FURTHERMORE, it, State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, does for its successors and assigns, covenant with the said Village of Orleans, its successors and assigns, that after the ensealing of these presents it, the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, will have and claim no right in, or to, the said quit-claimed rights and/or easements.

IN WITNESS WHEREOF, the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife has hereunto caused its name to be subscribed by Deborah L. Markowitz, its Secretary and duly authorized agent, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF FISH AND WILDLIFE

By:   
Deborah L. Markowitz

Its: Secretary  
and duly authorized agent

STATE OF VERMONT  
washington County, ss.

At 9am, this 14 day of March, 2013.

personally appeared Deborah L. Markowitz, duly authorized, and acknowledged the foregoing instrument by her executed to be her free act and deed and the free act and deed of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife.

Before me,  
  
Notary Public

## VILLAGE OF ORLEANS

## QUIT-CLAIM DEED

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT I, David Blodgett of the Town of Barton, in the County of Orleans, and State of Vermont, and the State of Vermont, acting by and through its Agency of Natural Resources, Department of Fish and Wildlife having its main office in the Town of Waterbury, County of Washington and State of Vermont, collectively hereinafter referred to as "Grantor", in consideration of Five Hundred and No/100 Dollars (\$500.00) paid to our full satisfaction by the Village of Orleans, a municipal corporation, having its situs in the County of Orleans, and State of Vermont, has REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the Village of Orleans, all right, title and interest which they, David Blodgett and the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, or its heirs, successors or assigns, have in and to certain pieces of real estate in the Village of Orleans, in the Town of Barton, in the County of Orleans and State of Vermont, described as follows, viz:

Being part of the same land and premises conveyed to David Blodgett and Mildred Nault (now deceased) by Walter Tarbox and Lorraine Tarbox by Warranty Deed dated November 15, 1993 which is recorded in Book 92, Pages 9 and 10 of the Town of Barton Land Records; and

Being part of the same land and premises conveyed to State of Vermont by the following instruments:

1. Vermont Limited Warranty Deed from The Nature Conservancy dated June 26, 1987, and recorded in Book 75, Pages 307-310;
2. Corrective Warranty Deed from Arlene Cummings dated April 28, 1988, and recorded in Book 75, Pages 374-376;
3. Warranty Deed from Arlene Cummings dated November 1, 1965, and recorded in Book 53, Page 142;
4. Warranty Deed from Neal A. Tarbox and Daisy E. Tarbox dated December 23, 1966 and recorded in Book 53, Page 282A;
5. Warranty Deed from Ralph G. Whitcomb and Gertrude B. Whitcomb dated June 29, 1956, and recorded in Book 50, Page 152;
6. Warranty Deed from Maurice D. Lancaster and Elizabeth M. Lancaster dated June 26, 1956, and recorded in Book 50, Page 153;

all of the Land Records of the Town of Barton, and being more particularly described as follows:

Being Parcels #4A, 4B, and 4C consisting of 2,156 square feet, more or less, land and rights therein, as shown on Pages 12 and 13, of the plans of the Highway Project Barton BRO 1449 (29) ("the Highway Project") as filed on the 25th day of May, 2005, in the office of the Clerk of the Town of Barton.

TO HAVE AND TO HOLD all their right and title in and to said quit-claimed premises, with the appurtenances thereof, to the Village of Orleans, and its successors and assigns forever.

AND FURTHERMORE, David Blodgett and the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, do for their heirs, successors and assigns, covenant with the Village of Orleans, its successors and assigns, that after the ensealing of these presents, I, David Blodgett and the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, will have and claim no right in, or to, the quit-claimed premises.

AND FURTHERMORE, I, David Blodgett and the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, do for themselves and their heirs, successors and assigns, covenant with the Village of Orleans its successors and assigns, that after the ensealing of these presents, I, David Blodgett and the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife, will have and claim no right in, or to, the quit-claimed premises.

IN WITNESS WHEREOF, I hereunto set my hand this 28 day of December, 2012.

  
David Blodgett

STATE OF VERMONT

Orleans County, ss.

At Orleans, this 28 day of December, 2012.

David Blodgett personally appeared, and acknowledged this instrument, by him subscribed to be his free act and deed.

Before me,  
  
Notary Public 2-10-15

Re: Barton BRO 1449 (29)  
Quit Claim Deed, Parcels # 4A-4C  
Blodgett and State of Vermont,  
Agency of Natural Resources,  
Department of Fish and Wildlife  
Page 2 of 3

IN WITNESS WHEREOF, State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife has caused its name to be hereunto subscribed at \_\_\_\_\_, in the County of \_\_\_\_\_, and State of Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the hand of \_\_\_\_\_.

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF FISH AND WILDLIFE

By:   
Deborah L. Markowitz

Its: Secretary  
and duly authorized agent

STATE OF VERMONT

\_\_\_\_\_ County, ss.

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Deborah L. Markowitz, and acknowledged the foregoing instrument by her, as Secretary of State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife subscribed to be her free act and deed, and the free act and deed of the State of Vermont, Agency of Natural Resources, Department of Fish and Wildlife.

Before me,

\_\_\_\_\_  
Notary Public