

## **NOTICE OF TERMS OF CONVEYANCE OF VILLAGE REAL ESTATE**

NOTICE IS HEREBY GIVEN TO THE LEGAL VOTERS OF VILLAGE OF JOHNSON, pursuant to 24 V.S.A. §1061, that the VILLAGE OF JOHNSON proposes to convey certain real property by Warranty Deed of Easement to Alex Nadeau and Lisa Nadeaa (“Nadeau”). The real property to be conveyed unto the Nadeaus is more particularly described as follows:

Being a portion of the same lands and premises conveyed to the Village of Johnson by Warranty Deed of David Marvin and Lucy Marvin, dated March 12, 2010 and recorded at Volume 125, Page 559 of the Town of Johnson Land Records (the “Village Property”).

Being a non-exclusive access easement twelve (12) feet in width and running parallel to the shared property line between the Village Property and the lands conveyed to 2 Lower Main East, LLC by Quitclaim Deed of Andrea Pearlman dated March 29, 2015 and recorded at Volume 141, Page 32 of the aforesaid Land Records (“Pearlman Property”), which easement travels from Route 15 in a southerly direction (along the western boundary of the Village Property) for approximately one hundred sixty four and a half (164.5) feet, more or less, to a location where the access area meets the property owned by the Grantees.

The access easement is intended to grant and convey to the Grantees those property rights necessary and incidental to access their Property from the shared driveway located on the Pearlman Property.

Grantor, and its heirs, successors, assigns, agents, invitees or licensees, shall have the right to make use of the surface of the right-of-way and easement such as shall not be inconsistent with the use of said right-of-way, but specifically shall not modify the contour of said easement area, nor place any obstacles, structures, landscaping, or other improvements within said easement and right-of-way, which shall prevent or interfere with Grantees’ ability to use such easement and right-of-way.

Grantees shall be responsible for all maintenance of the easement area and for any damage to the easement area resulting from the use of Grantees or Grantees’ heirs, successors, assigns, agents, invitees or licensees. For the purposes of maintenance, Grantor also hereby conveys a five foot temporary easement on either side of the permanent easement for use during maintenance activities.

By the recording of this deed, Grantees agree to release and extinguish any other easements they may have, together or individually, over the Village Property, including, but not limited to, an easement conveyed in a Private Right of Way Agreement dated December 1, 2009 and recorded at Volume 124, Page 471 of the aforesaid Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

The Village Board of Trustees proposes to convey the aforesaid premises to the Nadeaus with the consideration being 1) a release of any other easements of the Nadeaus over the Village Property.

Pursuant to 24 V.S.A. § 1061, this notice has been posted at three regular posting places and on the Village of Johnson website and will be published in the News & Citizen, a newspaper of general circulation within the Village of Johnson on or before July 7, 2022.

If a petition signed by 5% of the legal voters of the Village of Johnson objecting to this sale is presented to the Village Clerk within 30 days of the date of the posting and publication of this notice, then the Village will cause the question of whether to sell the property as set forth above at a special or annual meeting called for that purpose.

The Village Board of Trustees will authorize the Trustee Chair to effectuate the conveyance, unless the Village receives a petition in accordance with 24 V.S.A. § 1061 (a) by 4:00 p.m. on July 28, 2022.