

**STATE OF VERMONT**

**EXECUTIVE DEPARTMENT**

**EXECUTIVE ORDER NO. 01-22**

[Transfer of Property in Williston from the Department of Buildings and General Services to Agency of Transportation]

**WHEREAS**, certain State-owned land located in the Town of Williston, County of Chittenden, herein “the “Property,” is presently under the jurisdiction and control of the Agency of Administration, Department of Buildings and General Services (“BGS” or “Grantor”); and

**WHEREAS**, the Agency of Transportation (“VTrans” or “Grantee”) requires jurisdiction and control of certain permanent and temporary easements over the Property for the construction of a park and ride off of Vermont Route 2A known as Transportation Project Williston CMG PARK (29).

**NOW THEREFORE**, I, Philip B. Scott, by virtue of the power vested in me as Governor of the State of Vermont, do hereby transfer and set over to VTrans’ jurisdiction and control the following temporary and permanent easements for its purposes, from the jurisdiction and control of BGS, to wit:

Being part of the same land and premises conveyed to the State of Vermont, by and through BGS, by the Warranty Deed of Exit 12 Realty LLC, dated July 24, 2017, and recorded in Book 546, Pages 427 and 428 of the Town of Williston land records and being more particularly described as follows:

Being Parcel #1 consisting of 2,376 square feet, more or less, land and rights therein, as shown on right of way detail sheet 1 and right of way layout sheets B1 and 1 of the plans of Transportation Project Williston CMG PARK (29) (“the Transportation Project”) to be filed in the office of the Clerk of the Town of Williston.

In connection with the above parcel the following easements and/or rights are conveyed:

All of Grantor’s right, title and interest in and to: stones, left of and between approximate stations 98+98.34 and 99+96.91 of the established centerline of the Transportation Project; and a fence, left of and between approximate stations 20+68.79 and 20+74± of the Frontage Road centerline of the Transportation Project.

A permanent easement to discharge water on land of the Grantor as such water may hereafter be discharged or flow at or near and left of approximate station 98+04± of the established centerline of the Transportation Project. This easement is subject to the terms and conditions of Stormwater Discharge Permit No. 7394-9015, as the same may be amended from time to time.

A permanent easement to construct and maintain a culvert and a drainage ditch in an area of 0.19 acres (8,382 square feet), more or less, left of and between approximate stations 98+04± and 102+37.30 of the established centerline of the Transportation Project.

A permanent easement to extend and maintain highway slopes and embankments in an area of 3,007 square

feet, more or less, between a point at or near and left of approximate station 98+04± of the established centerline of the Transportation Project and a point at or near and left of approximate station 14+87.19 of the Frontage Road centerline of the Transportation project.

The slopes and embankments may be extended at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of highway construction. The State of Vermont shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff, and any other objectionable materials, structures, growth, and any other thing of whatever kind or nature from said slope area.

Temporary easements, during the period of construction, to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install project demarcation fence, drive apron and utility installation, slope work and undertake general construction functions: in an area of 2,545 square feet, more or less, between a point at or near and left of approximate station 98+04± of the established centerline of the Transportation Project and a point at or near and left of approximate station 15+65 of the Frontage Road centerline of the Transportation Project; in an area of 288 square feet, more or less, left of and between approximate stations 99+83 and 101+00 of the established centerline of the Transportation Project; in an area of 223 square feet, more or less, left of and between approximate stations 16+01 and 16+42 of the Frontage Road centerline of the Transportation Project; in an area of 1,113 square feet, more or less, left of and between approximate stations 16+88 and 18+36 of the Frontage Road centerline of the Transportation Project; in an area of 2,737 square feet, more or less, left of and between approximate stations 19+45 and 20+28 of the Frontage Road centerline of the Transportation Project; and in an area of 625 square feet, more or less, left of and between approximate stations 102+28 and 102+44 of the established centerline of the Transportation Project.

A permanent easement to enter upon land of the Grantor, during the period of construction, to construct an access to provide ingress and egress over a paved road, including utilities, in an area of 0.96 acres (41,742 square feet), more or less, between a point at or near and right of approximate station 14+64.89 of the Frontage Road centerline of the Transportation Project and a point at or near and left of approximate station 104+41± of the established centerline of the Transportation Project.

A permanent easement in an area of 0.27 acres (11,747 square feet), more or less, between a point at or near and right of approximate station 15+39.10 of the Frontage Road centerline of the Transportation Project and a point at or near and left of approximate station 104+42± of the established centerline of the Transportation 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 Grantee, for the safe and efficient operation and maintenance of the Transportation Project. The Grantor, its successors and/or assigns, will not, without the prior written permission of the Grantee: erect or permit the erection of any building or any 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 by the Grantee, its successors and assigns.

This Executive Order shall take effect upon execution.

WITNESS my name hereunto subscribed and the Great Seal of the State of Vermont hereunto affixed at Montpelier this 20th day of January, 2022.



A handwritten signature in blue ink, which appears to read "Philip B. Scott", is written over a horizontal line.

Philip B. Scott  
Governor

By the Governor:

Brittney L. Wilson  
Secretary of Civil and Military Affairs

EXECUTIVE ORDER 01-21