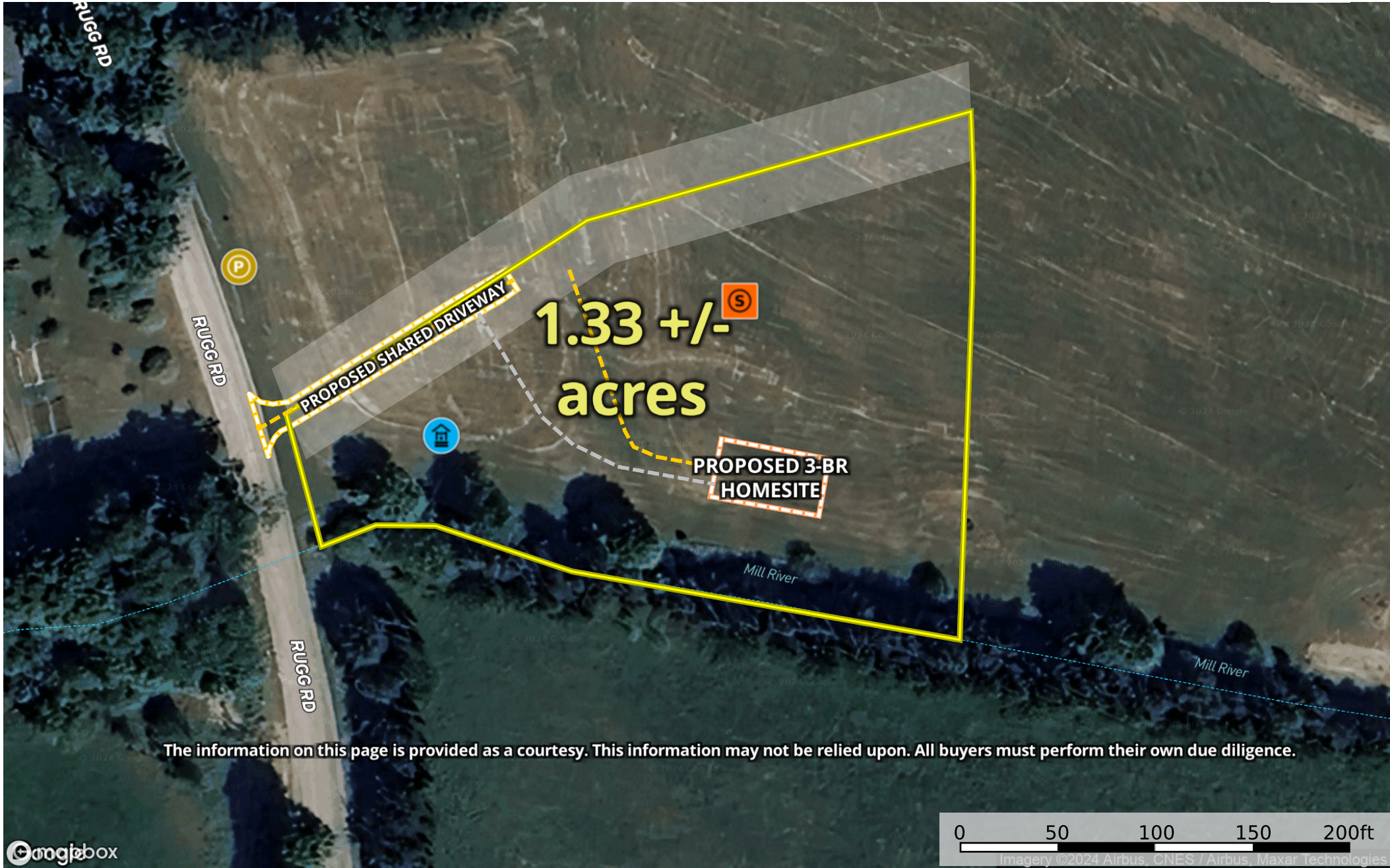


Fairfield 1.33 acres - Lot 3, Rugg Road  
Franklin County, Vermont, 1.33 AC +/-



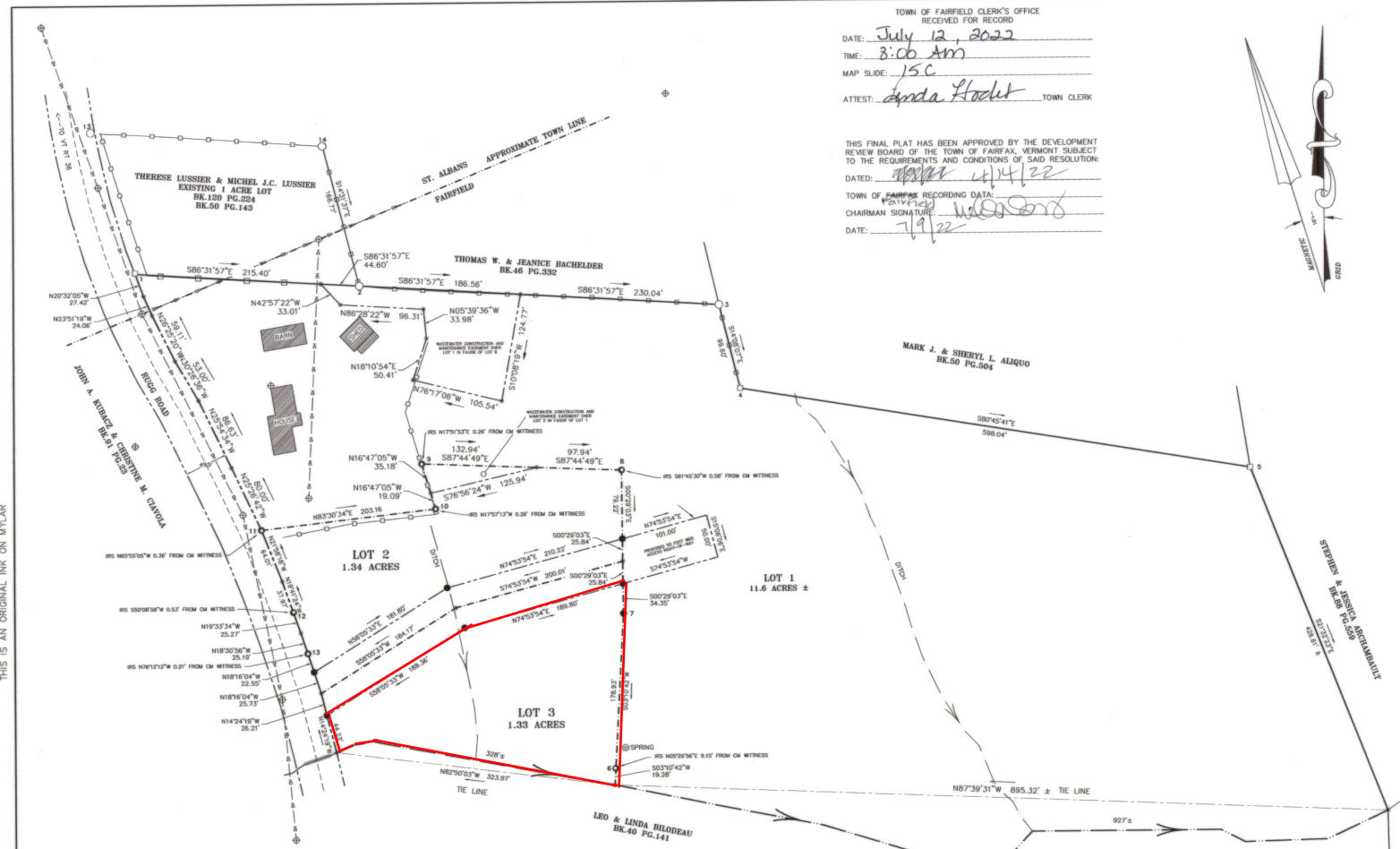
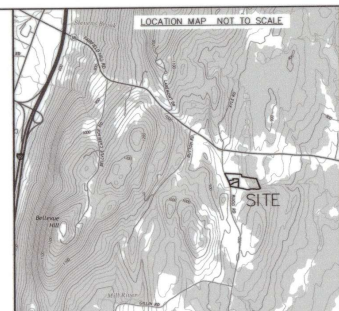
Google

- Proposed Utility Pole
- Utility Pole
- Proposed Well Location
- Proposed Septic Mound
- Proposed Individual
- Potential Required
- Proposed Shared
- Boundary 1
- 50' Wide ROW
- Proposed Shared
- Proposed Homesite
- Stream, Intermittent
- River/Creek
- Water Body



TOWN OF FAIRFIELD CLERK'S OFFICE  
RECEIVED FOR RECORD  
DATE: July 12, 2022  
TIME: 8:06 AM  
MAP SLIDE: 15C  
ATTEST: Lynda Hodet TOWN CLERK

THIS FINAL PLAT HAS BEEN APPROVED BY THE DEVELOPMENT  
REVIEW BOARD OF THE TOWN OF FAIRFIELD, VERMONT SUBJECT  
TO THE REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION:  
DATED: 7/14/22  
TOWN OF FAIRFIELD RECORDING DATA  
CHAIRMAN SIGNATURE: [Signature]  
DATE: 7/19/22



- LEGEND
- IRON ROD SET
  - IRON ROD SET & CM WITNESS
  - IRON ROD FOUND
  - IRON PIPE FOUND
  - UNMARKED POINT
  - CONCRETE MARKER FOUND
  - △ NAIL OR SPIKE SET
  - △ UTILITY POLE
  - ⊙ WELL
  - EXISTING PROPERTY LINE
  - - - PROPOSED PROPERTY LINE
  - - - CENTER LINE
  - - - RIGHT-OF-WAY LIMITS
  - x - x - x - WIRE FENCE
  - □ - RAIL FENCE
  - □ - STONE WALL
  - □ - BLAZED LINE FOUND
  - □ - OVERHEAD UTILITY LINE
  - DEED REFERENCE
  - BK. PG. —
  - STREAM
  - ROAD

- NOTES
- 1) ALL BEARINGS, DISTANCES, AND AREAS WERE CALCULATED FROM A CLOSED ELECTRONIC TOTAL STATION RANDOM TRAVERSE, WHICH MEETS THE MINIMUM STANDARDS ESTABLISHED BY THE VERMONT BOARD OF LAND SURVEYORS FOR A "SUBURBAN" SURVEY.
  - 2) BEARINGS ARE BASED ON THE VERMONT STATE PLANE GRID COORDINATES, (US FT.), DETERMINED BY NGS OPUS SOLUTIONS, USING OBSERVATIONS TAKEN WITH CHC X900-OPUS DUAL FREQUENCY GNSS RECEIVERS.
  - 3) AREA IS CALCULATED TO THE TOWN HIGHWAY RIGHT-OF-WAY LIMITS, ASSUMED TO BE 3 RODS (49.5').
  - 4) OWNERSHIP OF THIS PROPERTY MAY EXTEND BEYOND THE HIGHWAY RIGHT-OF-WAY LIMITS. NO ATTEMPT WAS MADE TO IDENTIFY OR LOCATE ANY OWNERSHIP OR OTHER RIGHTS BEYOND THE HIGHWAY RIGHT-OF-WAY LIMITS.
  - 5) NO ATTEMPT WAS MADE TO LOCATE OR IDENTIFY ANY RIGHTS-OF-WAY OR EASEMENTS THAT MAY EXIST, EXCEPT AS OTHERWISE NOTED HEREON.
  - 6) ALL IRON RODS SET ARE 5/8" REBAR WITH ALUMINUM I.D. CAPS STAMPED "H.W. CHAFFEE L5558", SET FLUSH TO THE GROUND, EXCEPT AS OTHERWISE NOTED HEREON.
  - 7) ALL MONUMENT DIMENSIONS ARE TO THE OUTSIDE.

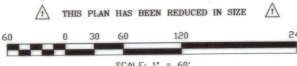
MONUMENT DESCRIPTIONS

1. CONCRETE MARKER FOUND 4"x4" BASE F
2. IRON PIPE FOUND 1.5" BASE 3.07R
3. IRON PIPE FOUND 0.75" BASE 1.07R
4. CONCRETE MARKER FOUND 4"x4" BASE 1.07R
5. CONCRETE MARKER FOUND 4"x4" BASE 1.57R
- 6-15. 5/8" RE-BAR & ALUMINUM CAP "H.W. CHAFFEE L5558" SET F
16. IRON PIPE FOUND 1" F
17. IRON PIPE FOUND 1.5" BASE 2.57R

ABBREVIATIONS: R-REVEAL, BG-BELOW GRADE, F-FLUSH, CM-4" SQUARE CONCRETE MARKER, BASE-LOCATED AT BASE.

OWNER OF RECORD  
MICHEL J.C. LUSSIER & THERESE LUSSIER  
STREET 183 RUGG ROAD  
FAIRFIELD, VT  
BK.120 PG.224  
PARCEL ID: 053-0183.000

- SURVEYS
1. "JACQUES LUSSIER" BY PALMER CO., LTD, DATED 05/08/78, REVISED 08/06/80, JOB # 78-24
  2. "LEO BLODEAU" BY PALMER CO., LTD, DATED 02/27/79, JOB # 79-08, MAP BK.2 PG.39



PLAN PREPARED FOR:  
**Micheal J.C. Lussier & Therese Lussier**

REVISIONS: 03/02/2022 LOT 2 & 3 LINES 06/16/2022 IRS	LOCATION: Fairfield, VT FIELD CREW: HC TITLE: HC DRAFTING: HC	SEAL: STATE OF VERMONT H.W. CHAFFEE No. 558 LAND SURVEYOR
I CERTIFY THAT THIS PLAN IS CONSISTENT WITH THE DOCUMENTS LISTED HEREON AND THE PHYSICAL EVIDENCE FOUND IN THE FIELD EXCEPT AS OTHERWISE NOTED HEREON, AND MEETS THE REQUIREMENTS OF 27 VSA SECTION 1401, TO THE BEST OF MY KNOWLEDGE AND BELIEF.		
H.W. CHAFFEE SURVEYING P.O. BOX 317 2178 HAZEN'S NOTCH ROAD MONTICENRY CTR., VT 05471 (802)-326-4721	DATE: March 2, 2022 MAP NO. 2020-36	SHEET NO. 1 of 1

**WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT****LAWS/REGULATIONS INVOLVED**10 V.S.A. Chapter 64, Potable Water Supply and Wastewater System Permit  
Wastewater System and Potable Water Supply Rules, Effective April 12, 2019**Permittee(s): Michel Lussier****Permit Number: WW-6-3661-2****P.O. Box 131****St. Albans, VT 05478**

This permit affects the following property/properties in the Town of Fairfield, Vermont:

<b>Lot</b>	<b>Parcel</b>	<b>SPAN</b>	<b>Acres</b>	<b>Book(s)/Page(s)#</b>
<b>2</b>	012040000	213-069-10515	1.34	Book:120 Page(s):224
<b>3</b>	012040000	213-069-10515	1.33	Book:120 Page(s):224

This application, consisting of the amendment of Permit Number WW-6-3661-1 to create a boundary line adjustment for Lot 2 (1.34 acres) and Lot 3 (1.33 acres) and to eliminate the previously permitted pretreatment units for Lot 2 and Lot 3 located at 183 Rugg Road in the Town of Fairfield, Vermont, is hereby approved under the requirements of the regulations named above subject to the following conditions. Any person aggrieved by this permit may appeal to the Environmental Court within 30 days of the date of issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules of Environmental Court Proceedings.

**1. GENERAL**

- 1.1 The permittee is responsible to record this permit in the Town of Fairfield Land Records within 30 days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- 1.2 The permittee is responsible to record the design and installation certifications and other documents that are required to be filed under these Rules or under a permit condition in the Town of Fairfield Land Records.
- 1.3 Each assign or successor in interest shall be shown a copy of the Wastewater System and Potable Water Supply Permit and the stamped plan(s) prior to the conveyance of a lot.
- 1.4 By acceptance of this permit, the permittee agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with the Vermont environmental and health statutes and regulations, and permit conditions.
- 1.5 This permit does not relieve the landowner from obtaining all other approvals and permits from other State Agencies or Departments, or local officials prior to construction.
- 1.6 All conditions set forth in **WW-6-3661** and **WW-6-3661-1** shall remain in effect except as amended or modified herein.

**2. CONSTRUCTION**

- 2.1 Construction shall be completed as shown on the plans and/or documents prepared by Apex Engineering, LLC (Peter Mazurak, P.E.) with the stamped plans listed as follows:

<b>Title</b>	<b>Sheet #</b>	<b>Plan Date</b>	<b>Revision</b>
<b><i>Site Plan</i></b>	C2-01	02/25/2022	04/04/2022
<b><i>Wastewater Details</i></b>	C8-01	02/25/2022	04/04/2022
<b><i>Water &amp; Wastewater Details</i></b>	C8-02	02/25/2022	04/04/2022



- 2.2 Construction of wastewater systems or potable water supplies, or buildings or structures (as defined by the Wastewater System and Potable Water Supply Rules), or campgrounds, not depicted on the stamped plans, or identified in this permit, is not allowed without prior approval by the Drinking Water and Groundwater Protection Division.
- 2.3 No buildings, roads, water pipes, sewer services, earthwork, re-grading, excavation, or other construction that might interfere with the operation of a wastewater system or a potable water supply are allowed on or near the site-specific wastewater system, wastewater replacement area, or potable water supply depicted on the stamped plans. Adherence to all isolation distances that are set forth in the Wastewater System and Potable Water Supply Rules is required.

### 3. INSPECTIONS

- 3.1 No permit issued by the Secretary shall be valid for a substantially completed potable water supply and wastewater system until the Secretary receives a signed and dated certification from a qualified Vermont Licensed Designer (or where allowed, the installer) on a Secretary-approved form that states:

*"I hereby certify that, in the exercise of my reasonable professional judgment, the installation-related information submitted is true and correct and the potable water supply and wastewater system were installed in accordance with the permitted design and all permit conditions, were inspected, were properly tested, and have successfully met those performance tests"*

or which satisfies the requirements of §1-311 of the referenced rules.

- 3.2 Prior to the use of the potable water supply, the permittee shall test the water for Arsenic, Escherichia coli (E. coli), Fluoride, Lead, Manganese, Nitrate as N, Nitrite as N, Total Coliform Bacteria, Uranium, Adjusted Gross Alpha Particle Activity, Chloride, Sodium, Iron, Odor and pH. All water quality tests shall be conducted at a laboratory certified by the Vermont Department of Health (a list of which can be found on the VDH website). Results of the water tests shall be submitted to the Vermont Department of Health prior to use or within 60 days of the submission of the Installation Certification required in Condition 3.1, whichever comes first.

### 4. DESIGN FLOW

- 4.1 Lot use and design flows (gpd) shall correspond to the following:

Lot	Building	Building Use / Design Flow Basis	Wastewater	Water
2	Proposed	3-bedroom single family residence	420	420
3	Proposed	3-bedroom single family residence	420	420

### 5. WASTEWATER SYSTEM

- 5.1 Prior to construction or site work, a designer shall flag the proposed leachfield, and the owner shall maintain the flags until commencement of construction of the system.
- 5.2 Should the wastewater system fail and not qualify as a minor repair or for an exemption, the landowner shall engage a qualified Licensed Designer to evaluate the cause of the failure and submit an application to the Drinking Water and Groundwater Protection Division, and obtain approval thereof, prior to correcting the failure.
- 5.3 This permit does not relieve the permittee of the obligations of Title 10, Chapter 48, Subchapter 4, for the protection of groundwater.

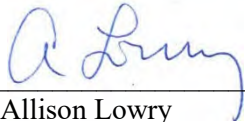
### 6. POTABLE WATER SUPPLY

- 6.1 Prior to construction or site work, a designer shall flag the center of the proposed potable water source and the owner shall maintain the flag until commencement of construction of the source.

- 6.2 Should the potable water supply fail and not qualify as a minor repair or for an exemption, the landowner shall engage a qualified Licensed Designer to evaluate the cause of the failure and submit an application to the Drinking Water and Groundwater Protection Division, and obtain approval thereof, prior to correcting the failure.

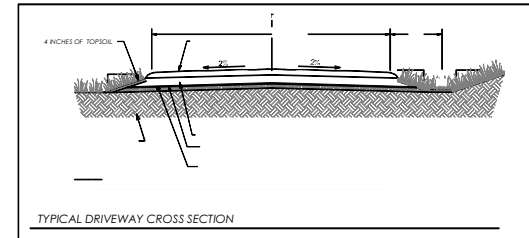
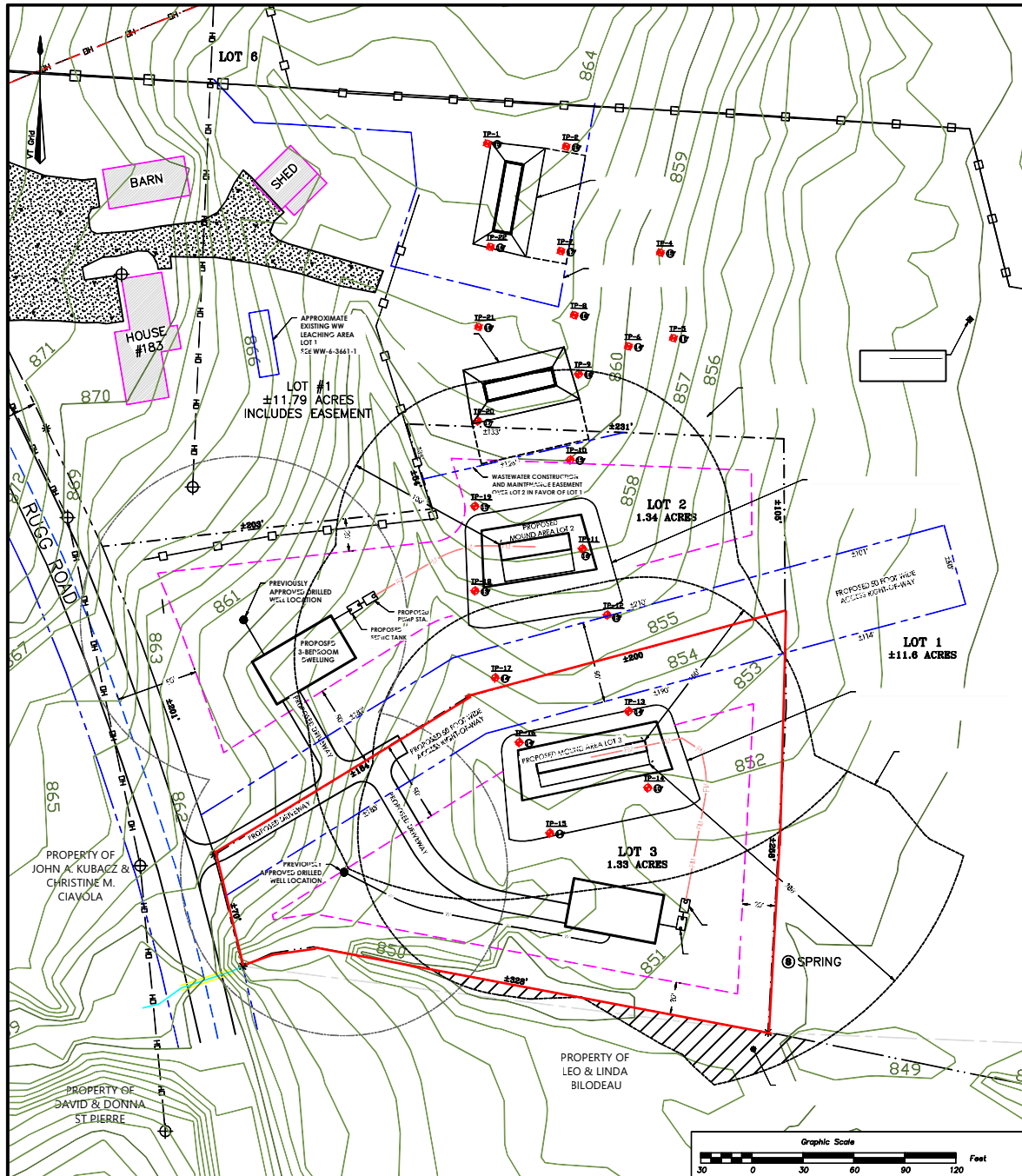
Peter Walke, Commissioner  
Department of Environmental Conservation

Dated April 1, 2022

By  \_\_\_\_\_

Allison Lowry  
Environmental Analyst VI  
Essex Junction Regional Office  
Drinking Water and Groundwater Protection Division

cc: Apex Engineering, LLC



PROJECT INFORMATION:

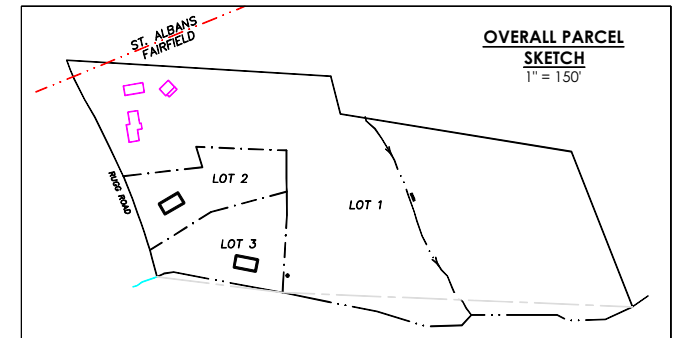
EXISTING CONDITIONS NOTES:

PURPOSE OF DESIGN:

GENERAL NOTES:


ZONING NOTES:

SITE NOTES:

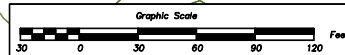


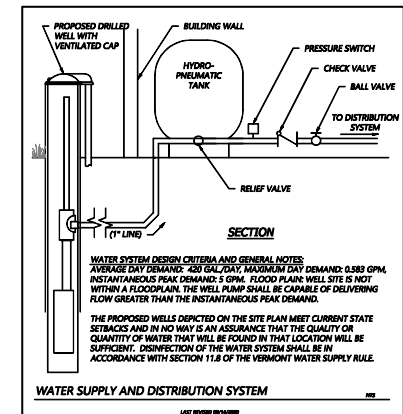
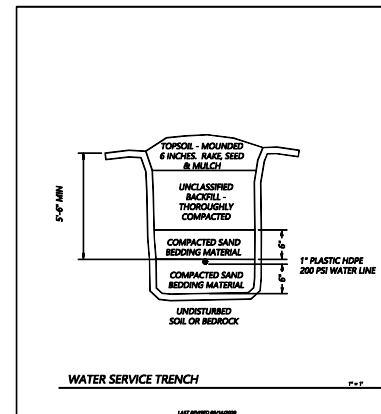
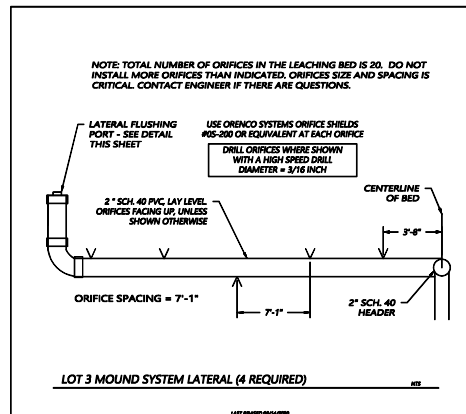
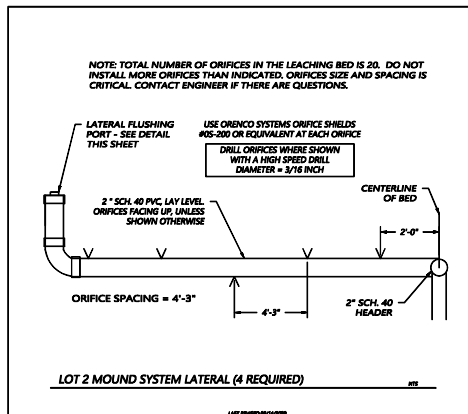
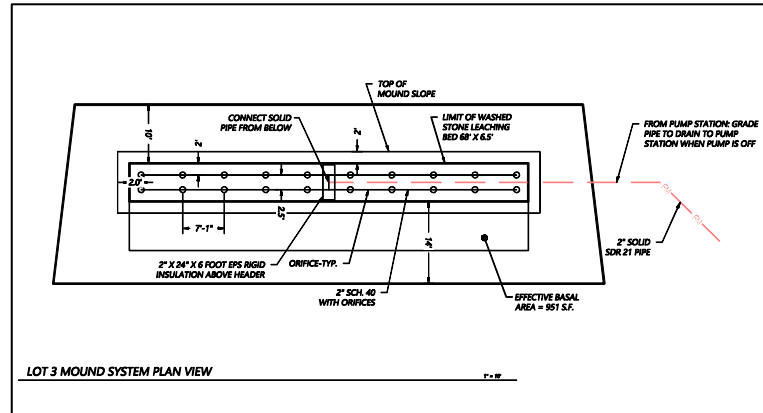
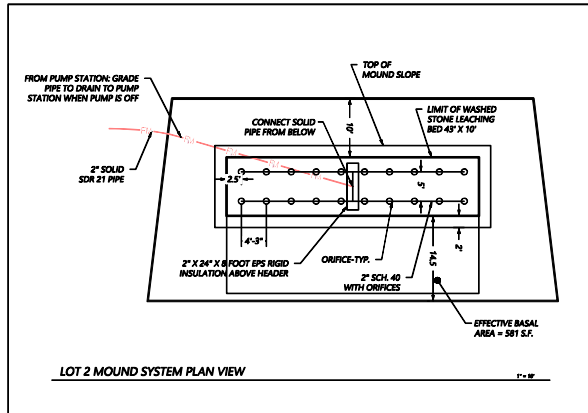
SEWER FORCE MAIN  
WATER MAINS  
AND SERVICES  
PROPERTY LINE  
SETBACKS  
WATER SUPPLY / WASTEWATER  
PRELIMINARY ISOLATION SHIELD  
WATER SUPPLY WELL  
UTILITY POLE  
BENCHMARK



Project Name: <b>LUSSIER</b> 188 RUGG ROAD FAIRFIELD, VT	Sheet Title: <b>SITE PLAN</b>
Project #: 21-061 Date: 2/25/2022 Drawn By: JML Scale: 1" = 30'	 <b>C2-01</b>
Apex Engineering, LLC P. (802) 732-7328 a.evermont@gmail.com	Sheet #

Revisions:  
2: Correct Test pit numbers 04-01-2022  
1: Leaching bed length Lot 2 03-30-2022





Project Name: <b>LUSSIER</b> 183 Rugg Road Fairfield, Vermont	Sheet Title: <b>Water &amp; Wastewater Details</b>
Project #: 21-081 Date: 02/05/2022 Drawn By: PM Scale: As Shown	Sheet # <b>C8-02</b>
Apex Engineering, LLC p. (802) 732-7338 a.evermont@gmail.com	

2: Leaching bed length Lot 2 04-01-2022  
1: Leaching bed length Lot 2 03-30-2022



## WASTEWATER SYSTEM SPECIFICATIONS

### 1.0 MATERIALS

1.1 Septic Tanks: 1000 gallon concrete septic tank (one per lot) with effluent filter as manufactured by Onsite Septic Solutions, LLC, or Camp Precast. (or Engineer approved equivalent). The tank shall be fitted with an effluent filter.

1.2 Pump Station: 800 gallon concrete pump station (one per lot) as manufactured by Onsite Septic Solutions, LLC, or Camp Precast. (or Engineer approved equivalent)

1.3 Pump System Pipe Material: Utilize 2 inch diameter schedule 40 PVC pipe within the pump compartment. From the pump compartment to the leaching system, utilize 2 inch diameter SDR 21 PVC (both options). Where applicable, joints shall be cleaned, primed, and glued.

1.4 Wastewater Pump: Purchase and install a Champion CP53 effluent pump, capable of providing 12.8 GPM at 10.8 to 11.5 ft of TCH, or Engineer approved equal.

1.5 Sewer Pipe: In absorption bed use 2" SCH 40 PVC, with orifices drilled as shown. All other piping shall be SDR 35 PVC, unless otherwise noted.

1.6 Mound Fill: The mound fill material shall cover the entire plowed surface and shall extend from the plowed surface to the top of the bed. The mound fill material must meet the specifications of one of the sieve analyses provided in Table A below.

TABLE A  
SIEVE ANALYSIS REQUIREMENTS

Sieve Size	Percentage Passing
75 µm (No. 200)	100%
150 µm (No. 100)	100%
300 µm (No. 60)	100%
600 µm (No. 30)	100%
1.18 mm (No. 125)	100%
2.5 mm (No. 60)	100%
4.75 mm (No. 40)	100%
7.5 mm (No. 20)	100%
15 mm (No. 10)	100%
30 mm (No. 6)	100%
60 mm (No. 3)	100%
125 mm (No. 1.5)	100%
250 mm (No. 0.75)	100%
500 mm (No. 0.3)	100%
1000 mm (No. 0.15)	100%
2000 mm (No. 0.075)	100%

Submit a sieve analysis representative of the mound fill to the engineer prior to construction. Do not commence construction until approval is issued by the engineer.

1.7 Washed Stone: 1-1/2" diameter clean washed stone. Limestone is unacceptable.

1.8 Topsoil: Clean, fertile topsoil from on-site sources, if available. If topsoil is not available from on-site sources, procure suitable topsoil from off-site sources.

1.9 Grass Seed: Provide a mixture of Kentucky Bluegrass and White Clover. Mow heavily and apply winter ryegrass if seeded after October 1.

1.10 Filter Fabric: Mifflin 140 NL or approved equal.

### 2.0 EXECUTION

2.1 Testing: The contractor shall demonstrate that the tanks are watertight by filling the tanks with water and observing any drop in water level for 24 hours. Any drop in water level in excess of one inch is unacceptable and shall be remedied by the contractor. Seamless tanks do not need to be tested.

2.2 Mound System: Do not perform construction during times of high moisture. Do not strip the topsoil in the area of the mound. Vegetation shall be closely cut and removed from the ground surface throughout the area to be used for the placement of the mound fill material. Two stumps shall be cut flush with the surface of the ground and roots shall not be pulled.

Install distribution force main from pump station. Flow the mound area to a depth of eight inches, casting the soil up. The soil shall be plowed parallel to the ground contour. Apply the approved sand material to the plowed area. Do not allow heavy equipment on the plowed area. Install stone bed within sand fill. Install distribution piping as shown. Pipes shall be set level at elevation indicated. Force main pipe shall connect to the distribution header from below and shall be graded so that excess liquid drain back to the pump station when the pump is off.

After satisfactory testing by the engineer, install remainder of necessary stones, then filter fabric. Backfill as indicated and apply seed and then mulch. Finish installation of the pump, including setting the float switches if needed.

### 3.0 INSPECTIONS

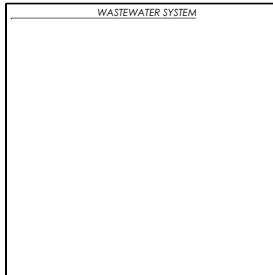
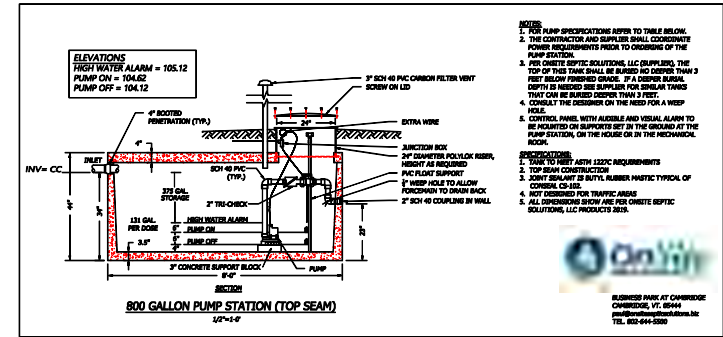
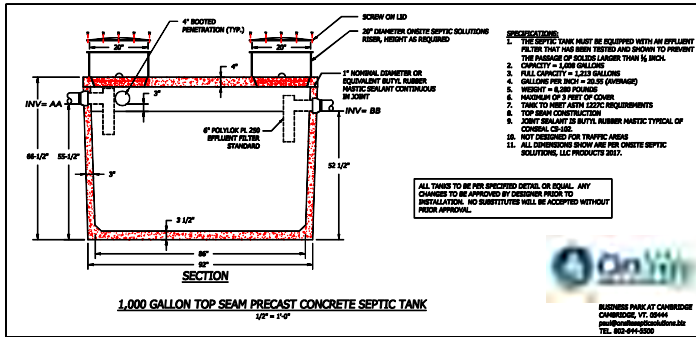
3.1 Staking of Mound: Engineer shall stake location of mound leaching area.

3.2 Notify the engineer for inspections at the following construction stages:

- When plowing is complete on mound area.
- Proposed pump station water tightness test. (Seamless or top-seam tanks do not need to be tested)
- After distribution piping is installed, but prior to backfilling.

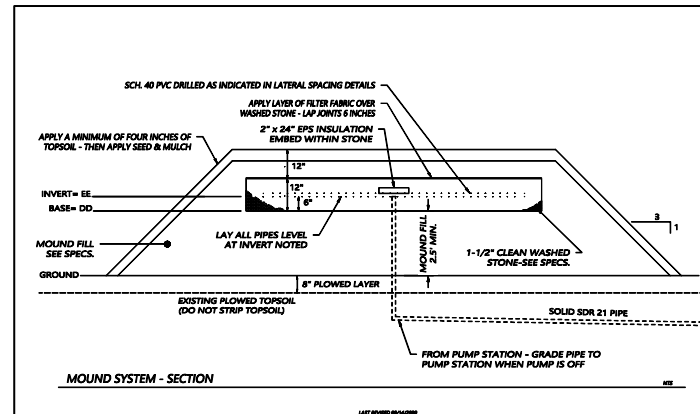
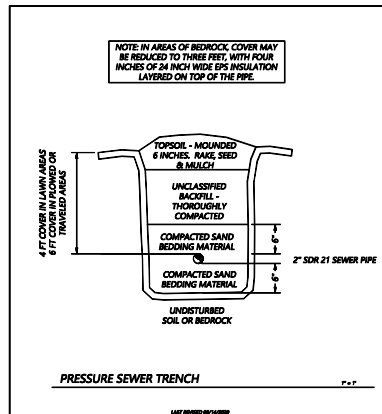
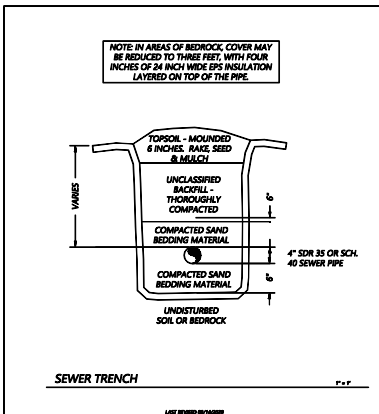
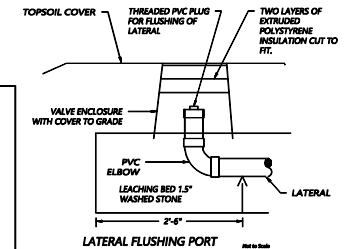
The Engineer reserves the right to sample the mound fill material gradation analysis. If the mound fill fails to meet the specifications indicated herein, the mound fill shall be removed and replaced by the contractor at no additional cost to the owner.

d) When new effluent pump is installed and energized.  
e) Failure to notify the engineer at the stages identified above, or failure to construct the mound system in strict accordance with these plans and specifications may result in non-certification and non-approval of the system by the engineer. The site contractor is solely responsible for contacting the engineer designated by the owner, and for obtaining the proper certification. Failure to do so will affect the engineer's recommendation of payment to the contractor.



ITEM	1	2
Design Flow (gpcd)	120	120
Available for Mounding (Inches)	7	3
Available for Mounding used	7	4
Soil Texture	SL	SL
Natural Ground Slope (%)	4.2	4.3
Under Leaching Factor	18.7	18.7
Long term water table (ft)	10.92	6.23
Calculated length (feet)	38.50	67.33
Bed length to use (feet)	43.0	68.0
Calculated Mounding (Inches)	6.3	4.0
Mound Fill Needed (Inches)	29.3	30.0
Minimum Mound Fill (feet)	2.5	2.5

ELEVATIONS	Lot 2	Lot 3
Sewer Pipe Outlet Invert	856.00	849.00
Septic Tank Inlet Invert - AA	886.65	849.65
Septic Tank Outlet Invert - BB	855.40	849.40
Pump Station Inlet - CC	856.33	849.33
Base of bed - DD	861.30	855.00
Invert of Bed - EE	861.87	855.57



Revisions: 1. Leaching bed length Lot 2: 04-01-2022  
2. Leaching bed length Lot 2: 03-30-2022

Project Name:	LUSSIER 188 Rugg Road Fairfield, Vermont	Sheet Title:	Wastewater Details
Project #:	21-081	Date:	02/05/2022
Drawn By:	PLM	Scale:	As Shown
Apex Engineering, LLC p. (802) 732-7328 a. seewm@apexeng.com	Sheet # <b>C8-01</b>		



**VERMONT ELECTRIC COOPERATIVE, INC.**  
**DEVELOPMENT UTILITY EASEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS, THAT I ~~Therese~~ **Lussier** (hereinafter called the "Grantor," whether one or more), for and in consideration of the sum of One Dollar and other valuable consideration paid by **Vermont Electric Cooperative, Inc.**, a corporation duly organized under the laws of the State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and or CONVEY unto the said Vermont Electric Cooperative, and its successors and assigns (hereinafter together called the Grantees), **an underground utility easement, twenty (20) feet in width**, over, above, across, through and under Grantor's land, together with the right to enter upon the land of the Grantor for the purposes of exercising any of the rights herein granted, said land being situated in the Town of **Fairfield**, State of Vermont, more particularly described as follows:

**A strip of land, the majority of which is twenty (20) feet in width being a portion of Grantor's land located on the side of Rugg Road, so-called; commencing at an existing pole (24B 26X) north of the planned driveway, and continuing along in an easterly direction across said driveway to a vault (24B 26X V1) near to the proposed property line between Lots 2 and 3, so-called ("Easement Area").**

Being a portion of the same land and premises conveyed to the Grantor herein by Michel J.C. Lussier by Warranty Deed dated July 11 2017 and recorded in Book 120 Page 224-225 of the Fairfield Land Records, consisting of 14.5 acres, more or less, and bound on the north by land now or formerly owned by Melinda Antonucci; on the east by land now or formerly owned by Jessica & Stephen Archambault; the south by land now or formerly owned by Linda & Leo Bilodeau and by Mill River; the west by Rugg Road, so-called ("the Property").

The easement shall be described as follows: Grantees may place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, and in, or upon all streets, roads or highways abutting said land, electric, communications and data transmission and distribution systems consisting of poles, wires, cables, conduits, equipment and other fixtures and appurtenances used or adopted for the purpose, upon, over, through, across and under the surface of the land owned by the Grantor. Grantees may also cut and prune and apply herbicide to all trees and vegetation to the extent necessary as determined by the Grantees to protect the said systems and keep the systems clear of the growth. Together, also, with the permanent right at any and all times to enter on adjacent lands of the Grantor and to cut or prune and remove such trees growing outside the limits of the Easement Area (danger trees) which may, in the opinion of the Grantees, interfere with or be likely to interfere with the successful operation of the facilities now or hereafter to be constructed on said Easement Area.

Also the perpetual right and easement from time to time to place, maintain and replace anchors, guy wires, and braces outside of the Easement Area to support a pole or poles placed within said Easement Area; provided, however, that (i) Grantees shall place, maintain and replace only such anchors, guy wires, and/or braces as are reasonably necessary to support poles within said Easement Area; (ii) any restrictions on Grantor that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed; and (iii) any rights of Grantees that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed.

The Grantor covenants for themselves, their heirs and assigns that none of them will erect or permit any building, wire, line, conduit, or any other structure or trees or bushes to be erected or placed in the Easement Area, or change the grade, fill or excavate within the Easement Area without the prior written consent of Grantees. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

It is also agreed that the facilities shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns, shall pay all taxes assessed thereon.

Grantees shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

It is understood that the purpose of this Utility Easement is to permit Vermont Electric Cooperative, Inc. to service the entire development of, and encompassed by, the above described property, both as to the streets presently laid out, or to be laid out, in such manner as to permit electric and or telecommunications to the entire area considered by the Grantees to be adequate and appropriate at such time and in such manner as may be required by the Grantees.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantees, their successors and assigns forever, to them and their own proper use, benefit and behoof. Grantor covenants with the Grantees that at and until the ensembling of these presents the Grantor is well seized of said premises as a good indefeasible estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore, the Grantor agrees to warrant and defend the same to the Grantees and their successors and assigns forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, the undersigned has set their hand and seal this 9<sup>th</sup> day of June, 2023.

Grantor: Michel J. C. Lussier ~~Therese Lussier~~ Michel J. C. Lussier

State of Vermont

Francois County

At St Albans, in said County, on this 9<sup>th</sup> day of June, 2023, personally appeared Michel J. C. Lussier and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed.

Before me,

Melissa Montagne  
Notary Public

My Commission Expires: 1-31-25



To be completed by Vermont Electric Cooperative, Inc.

W. O. # 2023008778

Line / Pole# 24B 26X V1 etc

Acct# 6649400

E-911: 183 Rugg Road

For: Lussier

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS THAT I, **Michel J.C. Lussier**, of the Town of Fairfield, County of Franklin and State of Vermont, Grantors, in consideration of TEN AND MORE DOLLARS(\$10.00) paid to my full satisfaction by **Therese Lussier**, of Fairfax, County of Franklin and State of Vermont, Grantee, by these presents do freely, GIVE, GRANT, CONVEY and CONFIRM unto the said Grantee, **Therese Lussier**, and her heirs and assigns forever, a certain piece of land in the Towns of Fairfield and St. Albans, County of Franklin and State of Vermont, described as follows, viz:

Parcel 1: Being all and the same land and premises conveyed to Justin Lussier and Therese Lussier by Warranty Deed of Michel J.C. Lussier dated June 8, 2017, of record in Volume 118 at Pages 679 and 680 of the Fairfield Land Records, and in Volume 324 at Pages 359-360 of the St. Albans Town Land Records, and being all and the same land and premises conveyed to Michel L.C. Lussier by Warranty Deed of Michel L. C. Lussier, of even date herewith, to be recorded concurrently with the recording of this instrument, and more particularly set forth therein as follows:

"Being all and the same lands and premises conveyed to Michel J.C. Lussier by Quit Claim Deed of Sylvia Lussier dated June 18, 1996 and recorded in Book 66, Pages 248-249 of the Land Records of the Town of Fairfield, and Book \_\_\_\_ at Page 545 of the St. Albans Land Records, and being more particularly described therein as follows:

A parcel of land containing approximately 1 acre, more or less, lying easterly of, and adjacent to, the so-called Rugg Road, and more particularly described as follows:

Beginning at an iron rod set on the easterly edge of the right of way of the Rugg Road, said iron rod lies S00°15'E a distance of thirty feet (30'), more or less, from the southwesterly corner of Lot #4 and said iron rod designates the northwesterly corner of the lot herein conveyed; thence S71°30'E a distance of two hundred sixty feet (260'), more or less, to an iron rod; thence S00°03'E a distance of 167.3 feet, more or less, to an iron rod; thence N72°W a distance of two hundred sixty feet (260'), more or less, to an iron rod lying on the easterly edge of the right of way of the Rugg Road; thence N00°15'W a distance of one hundred seventy feet (170'), more or less, to the point of beginning.

Also conveyed hereby by quitclaim covenant only is all that land lying between the centerline of the Rugg Road and the westerly boundary of said lot."

To which deed and other title deeds of record, reference is hereby made in further aid of this description.

Parcel 2: Being all and the same lands and premises conveyed to Michel J.C. Lussier by Quit Claim Deed of Sylvia Lussier dated June 18, 1996 and recorded in Book 66, Page 227 of the Land Records of the Town of Fairfield and being more particularly described therein as follows:

A parcel of land containing approximately 12 acres with all buildings and improvements thereon lying on the easterly side of Town Highway #53 and bounded and described substantially as follows:

Commencing at the northwest corner of the premises of Leo Bilodeau thence turning and running in a northerly direction along the easterly line of said highway a distance of 400' (Four Hundred Feet) to a cement post set in the ground, thence turning and running in a easterly direction a distance of 1248' (One Thousand Two Hundred and Forty-eight Feet) to a cement post set in the ground, thence turning and running in a southerly direction a distance of 400' (Four Hundred Feet) to a point, thence turning and running in a westerly direction following the center of the brook which divides the premises conveyed hereby and the premises of Leo Bilodeau a distance of approximately 1248' (One Thousand Two Hundred and Forty-eight Feet) and terminates at a cement post at the point of beginning.

The premises conveyed hereby is bounded on the north and east by other and remaining lands of Auguste and Therese Lussier, on the south by the premises of the said Leo Bilodeau and on the west by Town Highway #53.

Being all and the same land and premises as conveyed in a Warranty Deed from Auguste and Therese Lussier to Michel J.C. Lussier, dated August 22, 1977, recorded at Volume 41, Page 109 of the Town of Fairfield Land Records, and being all and the same land and premises as conveyed in a Quit Claim Deed from Douglas DeVries, Trustee, to Michel J.C. Lussier and Sylvia Lussier, dated December 5, 1977, recorded at Volume 41, Page 241 of the Town of Fairfield Land Records.

To which deed and to the deeds, records and references therein contained, refer in further aid of this description.

**RETAINED LIFE ESTATE and RESERVATION OF RIGHTS:**

Grantor hereby retains and reserves the right to use and occupy the within conveyed property as his home for the remainder of his lifetime. Grantor shall be responsible for and pay any mortgage indebtedness, hazard insurance and real estate taxes or other municipal assessments against the within conveyed property, and Grantor shall have sole right to any property tax "prebate", rebate or other similar payment of credit from any government agency, the purpose of which is to reduce, supplement or pay real estate taxes or other assessments against the property. Grantor further reserves the sole and exclusive right to sell, mortgage, lease, or otherwise dispose of the within conveyed property during his lifetime, including the right to convey all or portions of the within described property to other persons, with or without consideration, irrespective of any remainder interest in the Grantees, and without any consent of the Grantee, and to retain any and all proceeds of such transfer for their sole and separate use.


TO HAVE AND TO HOLD said granted premises with all privileges and appurtenances thereof, to the said Grantee, **Therese Lussier**, and her heirs and assigns, to her own use and behoof forever; and the said Grantor, **Michel J.C. Lussier**, for himself and his heirs, executors and administrators do covenant with the said Grantee, **Therese Lussier**, her heirs assigns, that until the ensealing of these presents I am the sole owner of the premises and have good right and title to convey the same in manner aforesaid, that it is free from every encumbrance, except for existing easements, restrictions, and rights of way of record and as aforesaid; provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, V.S.A.; and I hereby engage to warrant and defend the same against all lawful claims whatever, EXCEPT AS AFORESAID.

IN WITNESS WHEREOF, **Michel J.C. Lussier** hereunto set his hand and seals this 11<sup>th</sup> day of July, 2017.

IN PRESENCE OF:

Witness


STATE OF VERMONT  
FRANKLIN COUNTY, SS.

  
Michel J.C. Lussier  
INDEXED & RECORDED  
Jun 08, 2018 10:30A  
DOCUMENT TYPE: WARRANTY  
DOCUMENT NUMBER: 00003858  
AMANDA FORBES, TOWN CLERK  
FAIRFIELD, VT

At City of St. Albans, in said State and County, this 11<sup>th</sup> day of July, A.D. 2017, **Michel J.C. Lussier**, personally appeared, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed.

VERMONT PROPERTY TRANSFER TAX FORM  
32 V.S.A. CHAP. 231  
-ACKNOWLEDGEMENT-  
RETURN RECEIVED  
(INCLUDING CERTIFICATES AND, IF REQUIRED ACT  
250 DISCLOSURE STATEMENT)  
RETURN NO. 1809  
RECORDED JUN 08 2018 CLERK 30A FAIRFIELD, VT

Before Me:

  
Notary Public

My Commission Expires: 02/10/19