

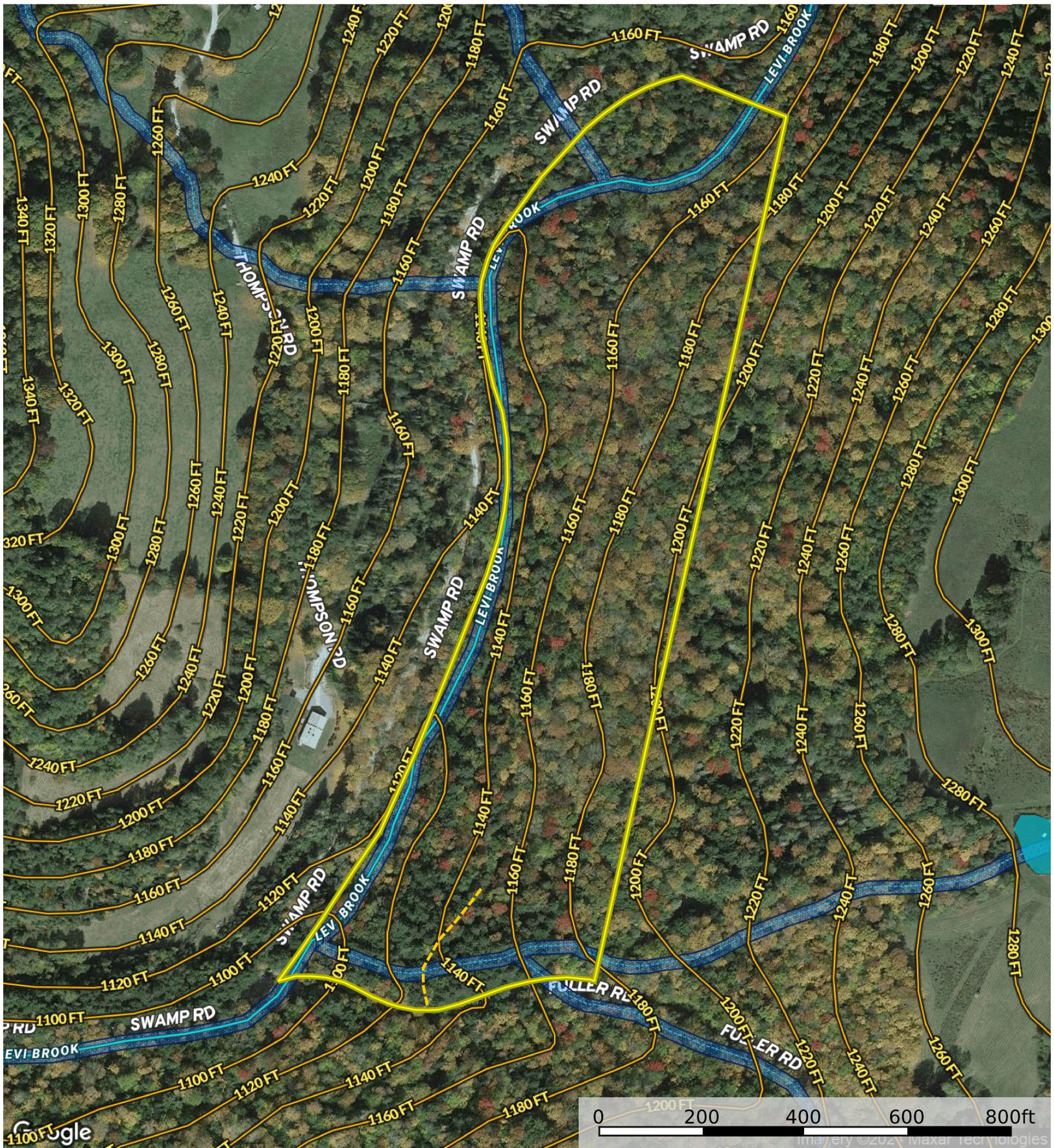
© Googlebox



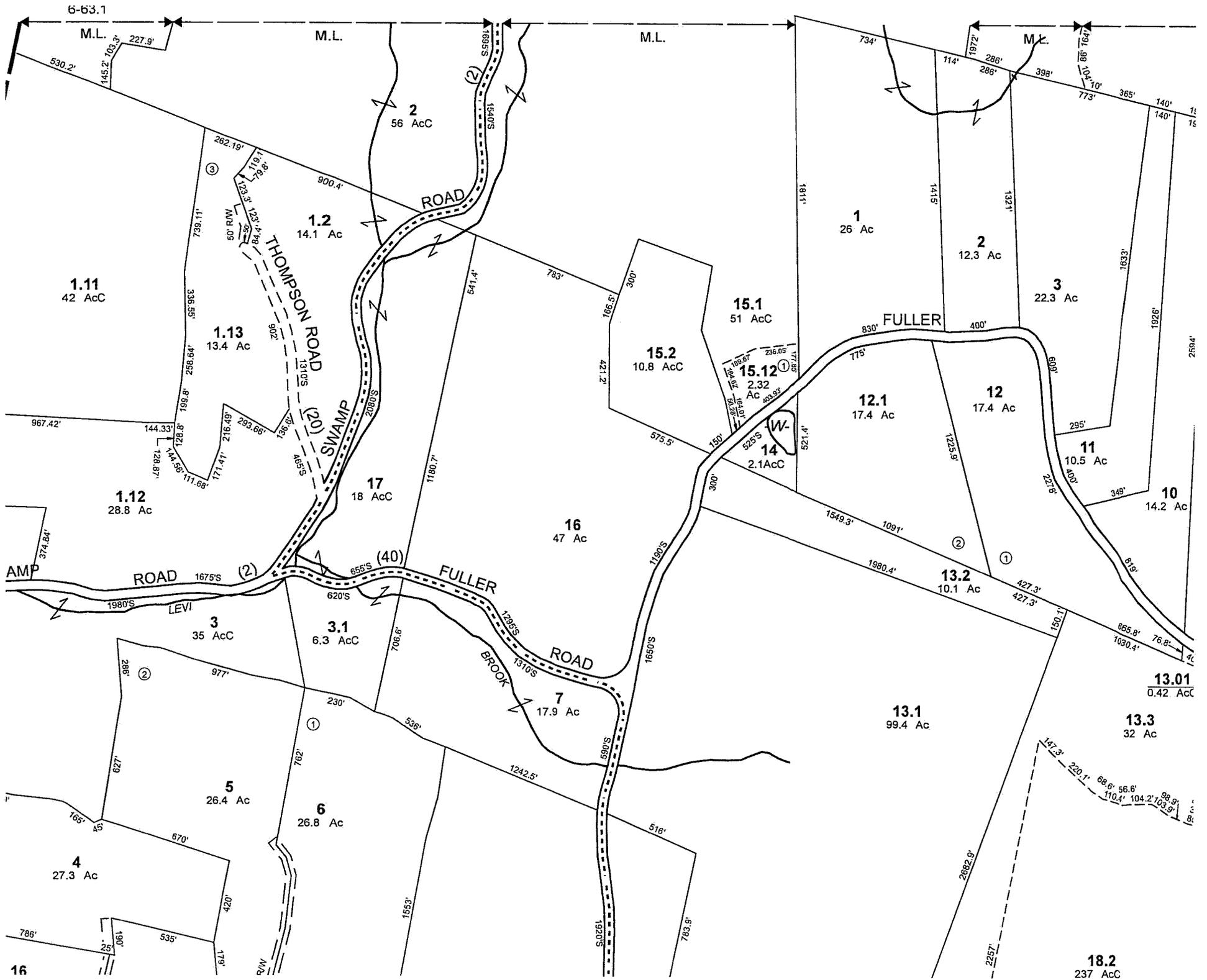
- Power Pole
- - - Roughed - in Driveway
- ▭ Property Boundary
- ▨ Wetlands
- ▨ Riparian
- · - · - Stream, Intermittent
- ▬ River/Creek
- ▭ Water Body

# Newbury, VT - 18+/- acres 2500 Fuller Rd

Orange County, Vermont, 18 AC +/-



- Roughed-in Driveway
- Property Boundary
- Wetlands
- Riparian
- Stream, Intermittent
- River/Creek
- Water Body



Administrative Fee/Recording Fee (required with application): \$25.00

Please check one:

- Residential with less than 3 units
- Residential with 3 units or more
- Commercial/Industrial/Agricultural

PROPERTY OWNER NAME <u>Allard Lumber Co.</u>	CONTRACTOR NAME <u>ALLARD LUMBER</u>
MAILING ADDRESS <u>74 Glen ORNE DR BRATTLEBORO VT 05301</u>	Certificate of Insurance: Received <input checked="" type="checkbox"/> Date <u>9-16-24</u>
PHONE NUMBER <u>802-254-4939</u>	PHONE NUMBER <u>802-254-4939</u>

The applicant requests a permit for access to property identified as Property Map # 10-02-17; Parcel # 1108-3  
~~10-02-17~~. The proposed access is on the (N/S/E/W) N side of (road name) Fuller RD

The proposed access will be located approximately (feet/miles) 500' from the intersection of this road with (road name) Swamp RD

**Please Read Carefully**

The access will be constructed in accordance with Vermont Agency of Transportation Standard B-71 to serve the applicants property. A copy will be attached with all approved permits.

A Certificate of Insurance from the Contractor must accompany the application.

The proposed access shall be flagged for review by the Highway Foreman.

The Selectboard will approve or deny the application based on recommendations of the Highway Foreman. This decision will be filed in the Town Land Records as required by 24 V.S.A. § 4303 (11) pending a completion inspection by the Highway Foreman.

All conditions of this access and the future maintenance thereof will be the responsibility of the landowner.

By signing below, the landowner agrees to the terms and conditions of this approval and further understands that any and all damage to the Town Highway due to improper construction or maintenance of this access is the responsibility of the landowner.

Dan Connelly      7-25-24

Landowner Signature      Date

NEWBURY TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD

THIS 16<sup>th</sup> DAY OF September A.D., 20 24  
AT 1 O'CLOCK 30 MINUTES P M, AND  
RECORDED IN NEWBURY RECORDS, BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
ATTEST [Signature] TOWN CLERK

**NOTICE:** This permit is issued in accordance with Title 19, Section 1111, V.S.A., relative to all highways within the control and jurisdiction of the Town of Newbury. The issuance of this permit does not release the landowner from any requirements of statutes, ordinances, rules and regulations administered by other governmental agencies. The permit will be effective upon compliance with such of these requirements as are applicable and continue in effect for as long as the present land use continues. Any change from the present land use will require a new permit. This permit is subject to the directions, restrictions and conditions herein and below and any attachments hereto, and covers only the work described in this application, and then only when the work is performed as directed. Violations are subject to the penalties set forth in Title 19, Section 1111, V.S.A. including but not limited to a civil penalty of not less than \$100, and not more than \$10,000 for each violation.

DO NOT WRITE BELOW THIS LINE

DO NOT WRITE BELOW THIS LINE

**DECISION:**                                           **Approved**                      **Denied**                      (*circle one*)

**READ CAREFULLY**

**CONDITIONS:**

1. **CULVERT** - Culvert size 18<sup>"</sup>. Culverts must be installed by landowner before use or occupancy. (Note: If not required at this time, the Town may require future installation at landowner expense.)
2. **INSPECTION**- Landowner is responsible for calling the Town for an inspection prior to the final surface treatment. Call the Town of Newbury Highway Department at 429-2401.
3. **REJECTION OF WORK**- The Town may reject work completed and void permit if work is not done in compliance with the terms of this approval.
4. **MAXIMUM USE**- Maximum number of average daily trips allowed to use access:
5. The landowner shall comply with all Town ordinances, policies, specifications, and regulations relating to highways
6. This permit is issued in accordance with 19 VSA § 1111. *Fines and possible revocation of permit may occur for non-compliance as allowed by this Title.*
7. **Other Conditions:** Follow B-71 STANDARD DETAIL I.

Dated in Newbury, VT, this 16 day of SEPTEMBER, 2024.

**Selected:**



Permit Number: 2024-8

Final Inspection:



## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS That We, **BYRON L. KIDDER** and **KATHRYN G. KIDDER**, a married couple, of Bradford in the County of Orange and State of Vermont, Grantors, in consideration of One Dollar and other valuable consideration paid to our full satisfaction by **ALLARD LUMBER COMPANY**, a Vermont corporation with its principal place of business in Brattleboro, in the County of Windham and State of Vermont Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, Allard Lumber Company, and its successors and assigns forever, a certain piece of land in Newbury in the County of Orange and State of Vermont, described as follows, viz:

Being a parcel of land said to contain 18 acres, more or less, situated in the Town of Newbury and being all and the same land and premises as conveyed to Byron L. Kidder and Kathryn G. Kidder, a married couple, by Warranty Deed of Chester A. Crosby, Jr. dated December 20, 2001 and recorded in Book 123, Pages 130-131 of the Newbury Land Records, wherein said lands and premises are more particularly described as follows:

“Being a portion of those same lands and premises known as the Thompson home farm which were conveyed to Chester A. Crosby, Jr. and Patricia W. Crosby by Barbara T. Davidson, Administratrix of the Estate of Edwin H. Thompson, Jr. dated December 22, 1987, and recorded in Book 81, Page 148-149, of the Newbury Land Records.

The premises herein conveyed are more particularly described as all that portion of the former Thompson home farm lying easterly of the centerline of Town Road No. 2 (also known as the “Swamp Road”) and northerly of the centerline of Town Road No. 40 (also known as the “Fuller Road”) consisting of 18 acres, be the same more or less. These premises are conveyed subject to the rights of the public to utilize said Town Roads.

‘There is also included in this conveyance a utility line easement over portions of the so-called Thompson home farm located westerly of the Swamp Road to allow the utility line located on that premises to be extended to provide utility service to the within-conveyed parcel.

‘The interest of Patricia W. Crosby were conveyed to Chester A. Crosby, Jr. by Warranty Deed dated December 20, 1991, and recorded in Book 91, Pages 159-162 of the Newbury Land Records.

‘These premises are conveyed subject to all easements, rights and restrictions of record.

‘These premises are no part of the homestead of the Grantor.

‘Reference is hereby made to the above mentioned deeds and deeds referred to therein for a more particular description of the lands and premises herein conveyed.’”

The lands and premises herein conveyed are depicted on Newbury Tax Map 10, Section 02 as Lot No. 17.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Allard Lumber Company, and its successors and assigns, to their own use and behoof forever; AND WE, the said Grantors, Byron L. Kidder and Kathryn G. Kidder, for ourselves and our heirs, executors and administrators, do covenant with the said Grantee, Allard Lumber Company, and its successors and assigns, that until the ensembling of these presents, we are the sole owners of the premises, we have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; except as set forth above.

AND WE hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as set forth above.

IN WITNESS WHEREOF We hereunto set our hands and seals this \_\_\_\_ day of September, 2024.

\_\_\_\_\_  
Byron L. Kidder

\_\_\_\_\_  
Kathryn G. Kidder

STATE OF VERMONT        )  
ORANGE COUNTY, SS.    )        At Bradford, Vermont this \_\_\_\_ day of September, 2024  
Byron L. Kidder and Kathryn G. Kidder personally appeared and they each acknowledged the foregoing instrument, by them sealed and subscribed to be their free act and deed.

Before me \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_